Tennessee's Notice and Opportunity to Repair Construction Defects

- "Structure" means any building or improvement and its components, systems, fixtures and appurtenances at the time of completion of construction - §66-36-101(8)
- Failure of claimant or C/S to follow procedures is admissible in an action - §66-36-103(k)
- Claimant is permitted to make any necessary emergency corrections or repairs to structure - §66-36-103(k)

	Claimant	Contractor/Subcontractor (C/S)
Notice of claim	Shall serve written notice of claim on C/S prior to filing an action - §66-36-103(a) Shall endeavor to serve notice of claim within 15 days after discovery of defect - §66-36-103(a)	Must serve written response to claimant within 30 days after receiving notice of claim - §66-36-103(e) Within 10 days after receipt of notice of claim, C/S must forward copy of notice to each contractor, subcontractor, etc. who it reasonably believes is responsible for each defect and must note specific defect for which it believes particular contractor, subcontractor, etc is responsible - §66-36-103(c)
After notice of claim	Must provide C/S with reasonable access to structure during normal working hours to determine nature and extent of defect - §66-36-103(b)	May inspect structure to assess each alleged defect within 10 business days after service of notice of claim - §66-36-103(b)
Recipient of copy of notice of claim		May inspect structure same as C/S within 10 business days after receipt of copy of notice of claim - §66-36-103(c) Shall serve written response to C/S within 10 business days after receipt of copy of notice of claim - §66-36-103(d) Written response to C/S shall include: report of scope of any inspection of structure; findings and results of inspection; statement of whether willing to make correction or repairs; whether it disputes claim; description of any corrections or repairs it is willing to make; and timetable for completion
If destructive testing is necessary		Must notify claimant in writing - §66-36-103(b) Notice shall describe type of testing to be performed; anticipated damage to structure; anticipated corrections or repairs that will be necessary to correct or repair damage caused by testing - §66-36-103(b) Responsible for correcting and repairing damage to structure - §66-36-103(b)

	Claimant	Contractor/Subcontractor (C/S)
C/S response	If not accepted or rejected within 15 days after service of written response, offer deemed accepted – 558.004(7)	Response shall include: written offer to remedy alleged defect at no cost to claimant; written offer to compromise and settle claim by monetary payment to be paid within 30 days after claimant's acceptance of offer; or written statement C/S disputes claim and will not remedy defect or compromise and settle - §66-36-103(e) If C/S offers to remedy or compromise and settle, written response must state claimant shall be deemed to have accepted offer if claimant does not serve a written rejection within 15 days after service of written response - §66-36-103(f)
C/S does not respond	May proceed with action against C/S without further notice - §66-36-103(g)	
Claimant rejects C/S offer	Must serve written notice of rejection on C/S within 15 days after service of settlement offer - §66-36-103(h) Claimant's rejection notice must contain the settlement offer with the word "rejection" printed on it - §66-36-103(h)	
Claimant accepts C/S's offer but C/S does not satisfy offer	May proceed with action against C/S without further notice - §66-36-103(i)	
Claimant accepts offer and C/S satisfies offer	Barred from proceeding with action against C/S for claim described in notice of claim - §66-36-103(i) Shall provide C/S with reasonable access to structure during normal working hours to perform correction or repair - §66-36-103(j)	

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