

57-22-5 Renter's duties -- Cleanliness and sanitation -- Compliance with written agreement -- Destruction of property, interference with peaceful enjoyment prohibited.

(1) Each renter shall:

- (a) comply with the rules of the board of health having jurisdiction in the area in which the residential rental unit is located which materially affect physical health and safety;
- (b) maintain the premises occupied in a clean and safe condition and shall not unreasonably burden any common area;
- (c) dispose of all garbage and other waste in a clean and safe manner;
- (d) maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;
- (e) use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
- (f) occupy the residential rental unit in the manner for which it was designed, but the renter may not increase the number of occupants above that specified in the rental agreement without written permission of the owner;
- (g) be current on all payments required by the rental agreement; and
- (h) comply with each rule, regulation, or requirement of the rental agreement, including any prohibition on, or the allowance of, smoking tobacco products within the residential rental unit, or on the premises, or both.

(2) A renter may not:

- (a) intentionally or negligently destroy, deface, damage, impair, or remove any part of the residential rental unit or knowingly permit any person to do so;
- (b) interfere with the peaceful enjoyment of the residential rental unit of another renter; or
- (c) unreasonably deny access to, refuse entry to, or withhold consent to enter the residential rental unit to the owner, agent, or manager for the purpose of making repairs to the unit.

Amended by Chapter 352, 2010 General Session