

*****DRAFT - NOT FOR FILING*****

4781-12-30 Resident's duties.

- (A) A resident who is a party to a rental agreement shall:
- (1) Keep that part of the premises that the resident occupies and uses safe and sanitary;
 - (2) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
 - (3) Comply with the requirements imposed on residents by all applicable state and local housing, health, and safety codes, rules of the ~~commission~~division, and rules of the manufactured home park;
 - (4) Personally refrain, and forbid any other person who is on the premises with the resident's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the residential premises; and
 - (5) Conduct self and require other persons on the premises with the resident's consent to conduct themselves in a manner that will not disturb the resident's neighbor's peaceful enjoyment of the manufactured home park.
- (B) The resident shall not unreasonably withhold consent for the park operator to enter the home to inspect utility connections, or enter onto the premises in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels which are too large for the resident's mail facilities, or supply necessary or agreed services.
- (C) If the resident violates any provision of this section, the park operator may recover any actual damages which result from the violation and reasonable attorney's' fees. This remedy is in addition to any right of the park operator to terminate the rental agreement, to maintain an action for the possession of the premises, or injunctive relief to compel access under paragraph (B) of this rule.