

66-28-401. General maintenance and conduct obligations.

The tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises when the tenant took possession;
- (3) Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste to the designated collection areas and into receptacles;
- (4) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so; and shall not engage in any illegal conduct on the premises; and
- (5) Act and require other persons on the premises with the tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

[Acts 1975, ch. 245, § 3.101; T.C.A., § 64-2831.]

66-28-402. Rules and regulations.

(a) A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:

(1) Its purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

(2) It is reasonably related to the purpose for which it is adopted;

(3) It applies to all tenants in the premises;

(4) It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;

(5) It is not for the purpose of evading the obligations of the landlord; and

(6) The tenant has notice of it at the time the tenant enters into the rental agreement.

(b) A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption is given to the tenant and it does not work a substantial modification of the rental agreement.

[Acts 1975, ch. 245, § 3.102; T.C.A., § 64-2832.]

66-28-403. Access by landlord.

(a) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

(b) The landlord may enter the dwelling unit without consent of the tenant in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

(d) The landlord has no right of access except:

(1) By court order;

(2) As permitted by §§ 66-28-506 and 66-28-507(b);

(3) If the tenant has abandoned or surrendered the premises; or

(4) If the tenant is deceased, incapacitated or incarcerated.

[Acts 1975, ch. 245, § 3.103; T.C.A., § 64-2833.]

66-28-404. Use and occupation by tenant.

Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence.

[Acts 1975, ch. 245, § 3.104; T.C.A., § 64-2834.]

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66-28-405. Abandonment.

The tenant's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The landlord is then expressly authorized to enter, remove and store all personal items belonging to tenant. If tenant does not claim such personalty within an additional thirty (30) days, landlord may sell or dispose of the personalty and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances are to be held by the landlord for a period of six (6) months after the sale.

[Acts 1975, ch. 245, § 3.105; T.C.A., § 64-2835.]
