

# HOUSE BILL No. 1653

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-7-7.

**Synopsis:** Residential landlord and tenant law. Requires a landlord to give a tenant at least 30 days written notice before modifying the rental agreement unless a written rental agreement provides otherwise. States circumstances under which a landlord may enter a tenant's dwelling unit. Provides that a landlord may not deny a tenant access to the tenant's personal property, except under an existing statute. Provides that a landlord may not interfere with a tenant's access to or quiet enjoyment of the tenant's dwelling unit, except under a judicial order.

**Effective:** July 1, 1999.

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**Hasler, Scholer, Klinker, Linder**

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January 21, 1999, read first time and referred to Committee on Judiciary.

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Introduced

First Regular Session 111th General Assembly (1999)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 1998 General Assembly.

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A BILL FOR AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

- 1 SECTION 1. IC 32-7-7 IS ADDED TO THE INDIANA CODE AS  
2 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY  
3 1, 1999]:  
4 **Chapter 7. Rental Agreements; Rights of Access to a Dwelling  
5 Unit and Tenant's Property**  
6 **Sec. 1. (a) This chapter applies only to a rental agreement  
7 entered into or renewed after June 30, 1999.**  
8 **(b) This chapter applies to a landlord or tenant only if the rental  
9 agreement was entered into or renewed after June 30, 1999.**  
10 **Sec. 2. (a) For purposes of this section, "tenant" includes a  
11 former tenant.**  
12 **(b) A waiver of this chapter by a landlord or tenant, by contract  
13 or otherwise, is void.**  
14 **Sec. 3. The definitions in IC 32-7-5 apply throughout this  
15 chapter.**  
16 **Sec. 4. (a) As used in this chapter, "dwelling unit" means a  
17 structure or part of a structure that is used as a home, residence,**

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1 or sleeping unit.

2 (b) The term includes an apartment unit, a boarding house unit,  
3 a rooming house unit, a manufactured home (as defined in  
4 IC 22-12-1-16) or mobile structure (as defined in IC 22-12-1-17)  
5 used as a dwelling unit and the manufactured home's or mobile  
6 structure's space, and a single or two (2) family dwelling.

7 Sec. 5. Unless otherwise provided by a written rental agreement  
8 between a landlord and tenant, a landlord shall give the tenant at  
9 least thirty (30) days written notice before modifying the rental  
10 agreement.

11 Sec. 6. Except as provided in IC 32-7-6, a landlord may not:

- 12 (1) take possession of;  
13 (2) remove from a tenant's dwelling unit;  
14 (3) deny a tenant access to; or  
15 (4) dispose of;

16 a tenant's personal property in order to enforce an obligation of  
17 the tenant to the landlord under a rental agreement.

18 Sec. 7. (a) This section does not apply if the dwelling unit has  
19 been abandoned.

20 (b) A landlord may determine that a dwelling unit is abandoned  
21 only if either of the following apply:

22 (1) All of the following apply:

23 (A) The tenant has been continuously absent from the  
24 dwelling unit for at least thirty (30) days without having  
25 given notice to the landlord.

26 (B) The tenant has failed to pay or offer to pay rent, or any  
27 part of the rent, that is due under the rental agreement for  
28 the thirty (30) day period described in Clause (A).

29 (C) The landlord has:

30 (i) served a written notice of failure to pay rent to the  
31 tenant at the dwelling unit; and

32 (ii) not received a response from the tenant to that notice  
33 within fifteen (15) calendar days following service of the  
34 notice.

35 (2) All of the following apply:

36 (A) The landlord has evidence that would convince a  
37 reasonable person that the tenant has:

38 (i) vacated the dwelling unit; and

39 (ii) no intent to return to the dwelling unit.

40 (B) The tenant is not in actual, physical possession of the  
41 dwelling unit.

42 (C) The tenant has failed to pay or offer to pay rent, or any

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part of the rent, that is due under the rental agreement.

**(D) The landlord has:**

- (i) served a written notice of failure to pay rent to the tenant at the dwelling unit; and**
- (ii) not received a response from the tenant to the notice within fifteen (15) calendar days following service of the notice.**

**(c) Except as authorized by judicial order, a landlord may not deny or interfere with a tenant's access to or quiet enjoyment of the tenant's dwelling unit by commission of any act, including any of the following:**

- (1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.**
- (2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.**
- (3) Interrupting, shutting off, or causing termination of electricity, gas, water, or other essential services to the tenant unless the interruption, shutting off, or termination results from an emergency, good faith repairs, or necessary construction.**

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