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# HOUSE BILL No. 1677

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-7-7; IC 32-7-8.

**Synopsis:** Landlord and tenant law. Establishes obligations of a landlord and a tenant under a residential rental agreement.

**Effective:** July 1, 1999.

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**Day**

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

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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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## HOUSE BILL No. 1677



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. Tenant Obligations**

5 **Sec. 1. This chapter applies to rental agreements covered by**  
6 **IC 32-7-5.**

7 **Sec. 2. The definitions in IC 32-7-5 apply throughout this**  
8 **chapter.**

9 **Sec. 3. As used in this chapter, "rental premises" includes all of**  
10 **the following:**

- 11 (1) **A tenant's rental unit.**
- 12 (2) **The structure in which the tenant's rental unit is a part.**
- 13 (3) **The grounds, common areas, and facilities held out or**  
14 **promised for the use of a tenant.**

15 **Sec. 4. A tenant shall do the following:**

- 16 (1) **Comply with all obligations imposed primarily on a tenant**  
17 **by applicable provisions of building and housing codes.**



- 1           **(2) Keep the areas of the rental premises occupied or used by**  
 2           **the tenant reasonably clean.**  
 3           **(3) Use the following in a reasonable manner:**  
 4               **(A) Electrical systems.**  
 5               **(B) Plumbing.**  
 6               **(C) Sanitary systems.**  
 7               **(D) Heating, ventilating, and air conditioning systems.**  
 8               **(E) Elevators, if provided.**  
 9               **(F) Facilities and appliances of the rental premises.**  
 10           **(4) Refrain from deliberately or negligently defacing,**  
 11           **damaging, destroying, impairing, or removing any part of the**  
 12           **rental premises.**

13           **Sec. 5. At the termination of a tenant's occupancy, the tenant**  
 14           **shall deliver the rental premises to the landlord in a clean and**  
 15           **proper condition, excepting ordinary wear and tear expected in the**  
 16           **normal course of habitation of a dwelling unit.**

17           **Sec. 6. (a) A landlord may bring an action in a court with**  
 18           **jurisdiction to enforce an obligation of a tenant under this chapter.**

19               **(b) If the landlord is the prevailing party in an action under this**  
 20               **section, the landlord may obtain any of the following, if**  
 21               **appropriate under the circumstances:**

- 22                   **(1) Recovery of the following:**  
 23                       **(A) Actual damages.**  
 24                       **(B) Attorney's fees and court costs.**  
 25                   **(2) Injunctive relief.**  
 26                   **(3) Any other remedy appropriate under the circumstances.**

27           **SECTION 2. IC 32-7-8 IS ADDED TO THE INDIANA CODE AS**  
 28           **A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY**  
 29           **1, 1999]:**

30           **Chapter 8. Landlord Obligations Under a Rental Agreement**

31               **Sec. 1. This chapter applies to rental agreements covered by**  
 32               **IC 32-7-5.**

33               **Sec. 2. The definitions in IC 32-7-5 apply throughout this**  
 34               **chapter.**

35               **Sec. 3. As used in this chapter, "rental premises" includes all of**  
 36               **the following:**

- 37                   **(1) A tenant's rental unit.**  
 38                   **(2) The structure in which the tenant's rental unit is a part.**  
 39                   **(3) The grounds, common areas, and facilities held out or**  
 40                   **promised for the use of a tenant.**

41               **Sec. 4. At the beginning of the rental term specified in a rental**  
 42               **agreement, a landlord shall deliver possession of the rental**



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1 premises to the tenant in compliance with the rental agreement and  
 2 section 5 of this chapter.

3 **Sec. 5. (a) A landlord shall do the following:**

4 (1) Comply with all building and housing codes applicable to  
 5 rental premises.

6 (2) Make all reasonable efforts to keep common areas of a  
 7 rental premises in a clean and safe condition.

8 (3) Deliver the rental premises to a tenant in a clean and  
 9 proper condition.

10 (4) Provide and maintain the following items in a rental  
 11 premises in good and safe working order and condition:

12 (A) Electrical systems.

13 (B) Plumbing systems sufficient to accommodate a  
 14 reasonable supply of hot and cold running water at all  
 15 times. However, this clause does not apply if the rental unit  
 16 was in existence before July 1, 1999, and the rental unit has  
 17 no plumbing systems in place. This clause is not satisfied if  
 18 a rental unit has nonfunctioning plumbing systems in  
 19 place.

20 (C) Sanitary systems.

21 (D) Heating, ventilating, and, if supplied, air conditioning  
 22 systems. A heating system must be sufficient to adequately  
 23 supply heat at all times.

24 (E) Elevators, if provided.

25 (F) Facilities and appliances supplied as an inducement to  
 26 the rental agreement or required to be supplied by the  
 27 landlord.

28 (5) Provide a means for securing the rental unit by providing  
 29 locks or other mechanisms for closing doors, windows, and  
 30 other means of entry.

31 (6) Make all reasonable efforts to prevent and cure roach  
 32 infestation of the rental unit and rodent entry into the rental  
 33 unit.

34 (b) If a landlord's duty of compliance with subsection (a)(1) is  
 35 greater than a landlord's duty of compliance with subsection (a)(2)  
 36 through (a)(6), subsection (a)(1) controls the landlord's duty.

37 **Sec. 6. (a) A tenant may bring an action in a court with  
 38 jurisdiction to enforce an obligation of a landlord under this  
 39 chapter.**

40 (b) If the tenant is the prevailing party in an action under this  
 41 section, the tenant may obtain any of the following, if appropriate  
 42 under the circumstances:

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- 1           **(1) Recovery of the following:**
- 2               **(A) Actual damages.**
- 3               **(B) Attorney's fees and court costs.**
- 4           **(2) Injunctive relief.**
- 5           **(3) Any other remedy appropriate under the circumstances.**
- 6           SECTION 3. [EFFECTIVE JULY 1, 1999] **(a) The definitions in**
- 7           **IC 32-7-5 apply throughout this SECTION.**
- 8               **(b) IC 32-7-7 and IC 32-7-8, both as added by this act, apply**
- 9               **only to a rental agreement entered into or renewed after June 30,**
- 10              **1999.**
- 11               **(c) IC 32-7-7 and IC 32-7-8, both as added by this act, apply to**
- 12              **a landlord or tenant only if the rental agreement was entered into**
- 13              **or renewed after June 30, 1999.**
- 14               **(d) This SECTION expires July 1, 2003.**

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