
HOUSE BILL No. 1023

DIGEST OF INTRODUCED BILL

Citations Affected: IC 32-7.

Synopsis: Landlord and tenant law. Establishes obligations of landlords and tenants involving dwelling units that are let for rent.

Effective: July 1, 2000.

Day

January 10, 2000, read first time and referred to Committee on Judiciary.

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Second Regular Session 111th General Assembly (2000)

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 1999 General Assembly.

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HOUSE BILL No. 1023



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 32-7-10 IS ADDED TO THE INDIANA CODE AS
2 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 2000]:

4 **Chapter 10. Tenant Obligations**

5 **Sec. 1. (a) Except as provided in subsection (b), this chapter**
6 **applies only to dwelling units that are let for rent after June 30,**
7 **2000.**

8 **(b) This chapter does not apply to dwelling units that are let for**
9 **rent with an option to purchase.**

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

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

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



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

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

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

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

22 **(b) A landlord may not bring an action under this chapter**
23 **unless the following conditions are met:**

- 24 (1) The landlord gives the tenant notice of a condition
25 described in this chapter.
26 (2) The tenant has been given a reasonable amount of time to
27 remedy the condition described in the landlord's notice. The
28 landlord may not prevent the tenant from having access to the
29 rental premises to remedy the condition described in the
30 landlord's notice.
31 (3) The tenant fails or refuses to remedy the condition
32 described in the landlord's notice.

33 **(c) If the landlord is the prevailing party in an action under this**
34 **section, the landlord may obtain any of the following, if**
35 **appropriate under the circumstances:**

- 36 (1) Recovery of the following:
37 (A) Actual damages.
38 (B) Attorney's fees and court costs.
39 (2) Injunctive relief.
40 (3) Any other remedy appropriate under the circumstances.

41 **(d) In an action filed under this section, the court may award**
42 **reasonable attorney's fees, court costs, and other reasonable**

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1 expenses of litigation to the tenant if the tenant prevails and the
2 court finds that the action is frivolous.

3 SECTION 2. IC 32-7-11 IS ADDED TO THE INDIANA CODE AS
4 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
5 1, 2000]:

6 **Chapter 11. Landlord Obligations Under a Rental Agreement**

7 **Sec. 1. (a) Except as provided in subsection (b), this chapter**
8 **applies only to dwelling units that are let for rent after June 30,**
9 **2000.**

10 **(b) This chapter does not apply to dwelling units that are let for**
11 **rent with an option to purchase.**

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

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

- 16 (1) A tenant's rental unit.
- 17 (2) The structure in which the tenant's rental unit is a part.
- 18 (3) The grounds, common areas, and facilities held out or
19 promised for the use of a tenant.

20 **Sec. 4. At the beginning of the rental term specified in a rental**
21 **agreement, a landlord shall deliver possession of the rental**
22 **premises to the tenant in compliance with the rental agreement and**
23 **section 5 of this chapter.**

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

- 25 (1) Comply with all building and housing codes applicable to
26 rental premises.
- 27 (2) Make all reasonable efforts to keep common areas of a
28 rental premises in a clean and safe condition.
- 29 (3) Deliver the rental premises to a tenant in a safe, clean, and
30 habitable condition.
- 31 (4) Provide and maintain the following items in a rental
32 premises in good and safe working order and condition:
 - 33 (A) Electrical systems.
 - 34 (B) Plumbing systems sufficient to accommodate a
35 reasonable supply of hot and cold running water at all
36 times. However, this clause does not apply if the rental unit
37 was in existence before July 1, 2000, and the rental unit has
38 no plumbing systems in place. This clause is not satisfied if
39 a rental unit has nonfunctioning plumbing systems in
40 place.
 - 41 (C) Sanitary systems.
 - 42 (D) Heating, ventilating, and, if supplied, air conditioning



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1 systems. A heating system must be sufficient to adequately
 2 supply heat at all times.
 3 (E) Elevators, if provided.
 4 (F) Facilities and appliances supplied as an inducement to
 5 the rental agreement or required to be supplied by the
 6 landlord.
 7 (5) Provide a means for securing the rental unit by providing
 8 locks or other mechanisms for exterior doors, windows, and
 9 other means of entry.
 10 (b) If a landlord's duty of compliance with subsection (a)(1) is
 11 greater than a landlord's duty of compliance with subsection (a)(2)
 12 through (a)(5), subsection (a)(1) controls the landlord's duty.
 13 Sec. 6. (a) A tenant may bring an action in a court with
 14 jurisdiction to enforce an obligation of a landlord under this
 15 chapter.
 16 (b) A tenant may not bring an action under this chapter unless
 17 the following conditions are met:
 18 (1) The tenant gives the landlord notice of a condition
 19 described in this chapter.
 20 (2) The landlord has been given a reasonable amount of time
 21 to make repairs or provide a remedy of the condition
 22 described in the tenant's notice. The tenant may not prevent
 23 the landlord from having access to the rental premises to
 24 make repairs or provide a remedy to the condition described
 25 in the tenant's notice.
 26 (3) The landlord fails or refuses to repair or remedy the
 27 condition described in the tenant's notice.
 28 (c) If the tenant is the prevailing party in an action under this
 29 section, the tenant may obtain any of the following, if appropriate
 30 under the circumstances:
 31 (1) Recovery of the following:
 32 (A) Actual damages.
 33 (B) Attorney's fees and court costs.
 34 (2) Injunctive relief.
 35 (3) Any other remedy appropriate under the circumstances.
 36 (d) In an action filed under this section, the court may award
 37 reasonable attorney's fees, court costs, and other reasonable
 38 expenses of litigation to the landlord if the landlord prevails and
 39 the court finds that the action is frivolous.

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