SENATE BILL No. 452

DIGEST OF INTRODUCED BILL

Citations Affected: IC 32-31-9.

Synopsis: Termination of residential leases. Authorizes a victim of burglary, residential entry, or criminal trespass to terminate the victim's dwelling rental agreement if the crime was committed at the dwelling. Authorizes a victim of battery, robbery, or any "offense against the person" to terminate the victim's dwelling rental agreement. (Under current law, the only offense against the person providing a basis for termination of the dwelling rental agreement is a sex crime.) Provides that a tenant, if terminating a rental agreement on the grounds of being a victim of one of certain crimes, must include a copy of a police report filed in connection with the crime in the tenant's written notice of termination.

Effective: July 1, 2011.

Breaux

January 12, 2011, read first time and referred to Committee on Corrections, Criminal, and Civil Matters.

C o p y

Introduced

First Regular Session 117th General Assembly (2011)

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 2010 Regular Session of the General Assembly.

C o p y

SENATE BILL No. 452

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

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

SECTION 1. IC 32-31-9-3, AS ADDED BY P.L.22-2007, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 3. As used in this chapter, "applicable offense" refers to any of the following:

(1) A crime involving domestic or family violence (as defined in IC 35-41-1-6.5).

(2) ~~A sex~~ **An** offense **against the person** under ~~IC 35-42-4.~~ **IC 35-42.**

(3) Stalking under IC 35-45-10.

(4) Any of the following offenses if the offense is committed at the dwelling of the victim:

(A) Burglary under IC 35-43-2-1.

(B) Residential entry under IC 35-43-2-1.5.

(C) Criminal trespass under IC 35-43-2-2(a)(1), IC 35-43-2-2(a)(2), IC 35-43-2-2(a)(4), or IC 35-43-2-2(a)(5).

SECTION 2. IC 32-31-9-7, AS ADDED BY P.L.22-2007,

SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 7. As used in this chapter, "protected individual" means a tenant or applicant:

(1) who is:

(A) a victim; or

(B) an alleged victim;

of an applicable offense; and

(2) who has received ~~either~~ **one (1)** of the following:

(A) A civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the individual.

(B) A criminal no contact order that restrains a perpetrator from contact with the individual.

(C) In the case of an applicable offense listed in section 3(2), 3(3), or 3(4) of this chapter, a certified copy of a police report that was filed with the law enforcement agency with respect to the applicable offense.

SECTION 3. IC 32-31-9-12, AS ADDED BY P.L.22-2007, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 12. (a) A protected individual who is a tenant may terminate the protected individual's rights and obligations under a rental agreement by providing the landlord with a written notice of termination in compliance with this section.

(b) A protected individual must give written notice of termination under this section to the landlord at least thirty (30) days before the termination date stated in the notice.

(c) The written notice required by this section must include:

(1) a copy of:

(A) a civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the protected individual; ~~or~~

(B) a criminal no contact order that restrains a perpetrator from contact with the protected individual; **or**

(C) in the case of an applicable offense listed in section 3(2), 3(3), or 3(4) of this chapter, a certified copy of a police report that was filed with the law enforcement agency with respect to the applicable offense; and

(2) if the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan, which must satisfy the following:

(A) The plan must be dated not more than thirty (30) days before the date on which the protected individual provides the

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written notice to the landlord under this section.

(B) The plan must be provided by an accredited domestic violence or sexual assault program.

(C) The plan must recommend relocation of the protected individual.

(d) If a protected individual's rights and obligations under a rental agreement are terminated under this section, the protected individual is liable for the rent and other expenses due under the rental agreement:

(1) prorated to the effective date of the termination; and

(2) payable at the time when payment of rent would have been required under the rental agreement.

A protected individual whose rights and obligations under a rental agreement are terminated under this section is not liable for any other rent or fees that would be due only because of the early termination of the protected individual's rights and obligations under the rental agreement. If a protected individual terminates the rental agreement at least fourteen (14) days before the protected individual would first have the right to occupy the dwelling unit under the lease, the individual is not subject to any damages or penalties.

(e) Notwithstanding section 13 of this chapter, a protected individual is entitled to deposits, returns, and other refunds as if the tenancy terminated by expiring under the terms of the rental agreement.

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