

IC 32-31-5

Chapter 5. Rental Agreements; Right of Access

IC 32-31-5-1

Applicability of chapter

Sec. 1. (a) This chapter applies only to a rental agreement entered into or renewed after June 30, 1999.

(b) This chapter applies to a landlord or tenant only if the rental agreement was entered into or renewed after June 30, 1999.

(c) A waiver of this chapter by a landlord or tenant, including a former tenant, by contract or otherwise, is void.

As added by P.L.2-2002, SEC.16.

IC 32-31-5-2

Applicability of definitions

Sec. 2. Except as otherwise provided in this chapter, the definitions in IC 32-31-3 apply throughout this chapter.

As added by P.L.2-2002, SEC.16.

IC 32-31-5-3

"Dwelling unit" defined

Sec. 3. (a) As used in this chapter, "dwelling unit" means a structure or part of a structure that is used as a home, residence, or sleeping unit.

(b) The term includes the following:

(1) An apartment unit.

(2) A boarding house unit.

(3) A rooming house unit.

(4) A manufactured home (as defined in IC 22-12-1-16) or mobile structure (as defined in IC 22-12-1-17) and the space occupied by the manufactured home or mobile structure.

(5) A single or two (2) family dwelling.

As added by P.L.2-2002, SEC.16.

IC 32-31-5-4

Written notice required to modify rental agreement

Sec. 4. Unless otherwise provided by a written rental agreement between a landlord and tenant, a landlord shall give the tenant at least thirty (30) days written notice before modifying the rental agreement.

As added by P.L.2-2002, SEC.16.

IC 32-31-5-5

Tenant's personal property

Sec. 5. (a) Except as provided in IC 16-41-27-29, IC 32-31-3, or IC 32-31-4, a landlord may not:

(1) take possession of;

(2) remove from a tenant's dwelling unit;

(3) deny a tenant access to; or

(4) dispose of;

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

(b) The landlord and tenant may agree in a writing separate from the rental agreement that the landlord may hold property voluntarily tendered by the tenant as security in exchange for forbearance from an action to evict.

As added by P.L.2-2002, SEC.16.

IC 32-31-5-6

Landlord prohibited from interfering with access, possession, or essential services; unit entry by landlord

Sec. 6. (a) This section does not apply if the dwelling unit has been abandoned.

(b) For purposes of this section, a dwelling unit is considered abandoned if:

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

An oral or written rental agreement may not define abandonment differently than is provided by this subsection.

(c) Except as authorized by judicial order, a landlord may not deny or interfere with a tenant's access to or possession of the tenant's dwelling unit by commission of any act, including 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, reducing, shutting off, or causing termination of any of the following to a tenant:

(A) Electricity.

(B) Gas.

(C) Water.

(D) Other essential services.

However, the landlord may interrupt, shut off, or terminate service as the result of an emergency, good faith repairs, or necessary construction. This subdivision does not require a landlord to pay for services described in this subdivision if the landlord has not agreed, by an oral or written rental agreement, to do so.

(d) A tenant may not interrupt, reduce, shut off, or cause termination of:

(1) electricity;

(2) gas;

(3) water; or

(4) other essential services;

to the dwelling unit if the interruption, reduction, shutting off, or termination of the service will result in serious damage to the rental unit.

(e) A tenant may not unreasonably withhold consent to the tenant's landlord to enter the tenant's dwelling unit in order to:

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;
 - (B) decorations;
 - (C) alterations; or
 - (D) improvements;
- (3) supply necessary or agreed to services; or
- (4) exhibit the dwelling unit to prospective or actual:
 - (A) purchasers;
 - (B) mortgagees;
 - (C) tenants;
 - (D) workers; or
 - (E) contractors.

(f) A landlord may enter the dwelling unit:

- (1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and
- (2) without the consent of the tenant:
 - (A) under a court order; or
 - (B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

- (1) shall not abuse the right of entry or use a right of entry to harass a tenant;
- (2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and
- (3) may enter a tenant's dwelling unit only at reasonable times.

As added by P.L.2-2002, SEC.16. Amended by P.L.115-2007, SEC.6.

IC 32-31-5-7

Written acknowledgement by tenant

Sec. 7. (a) At the time a landlord delivers a rental unit to a tenant, the landlord shall require the tenant to acknowledge in writing that the rental unit is equipped with a functional smoke detector.

(b) A landlord and a tenant may not waive, in a rental agreement or a separate writing, the requirements under IC 22-11-18-3.5 concerning smoke detectors.

As added by P.L.17-2008, SEC.4.