

Marshall County Health Dept

Marshall County Building
112 W. Jefferson Street, Room 103
Plymouth IN 46563

www.co.marshall.in.us

Byron M. Holm M. D., Health Officer
Phone 574 935-8565
Fax 574 936-9247

Landlord – Tenant Indiana Code and other codes and resources

IC 32-31-8-5 Landlord obligations

Sec. 5. A landlord shall do the following:

- (1) Deliver the rental premises to a tenant in compliance with the rental agreement, and in a safe, clean, and habitable condition.
- (2) Comply with all health and housing codes applicable to the rental premises.
- (3) Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.
- (4) Provide and maintain the following items in a rental premises in good and safe working condition, if provided on the premises at the time the rental agreement is entered into:
 - (A) Electrical systems.
 - (B) Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times.
 - (C) Sanitary systems.
 - (D) Heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply heat at all times.
 - (E) Elevators, if provided.
 - (F) Appliances supplied as an inducement to the rental agreement.

IC 32-31-8-6 Tenant's cause of action to enforce landlord obligations

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

(b) A tenant may not bring an action under this chapter unless the following conditions are met:

- (1) The tenant gives the landlord notice of the landlord's noncompliance with a provision of this chapter.
 - (2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.
 - (3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice.
- (c) This section may not be construed to limit a tenant's rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.
- (d) If the tenant is the prevailing party in an action under this section, the tenant may obtain any of the following, if appropriate under the circumstances:
- (1) Recovery of the following:
 - (A) Actual damages and consequential damages.
 - (B) Attorney's fees and court costs.
 - (2) Injunctive relief.
 - (3) Any other remedy appropriate under the circumstances.
- (e) A landlord's liability for damages under subsection (d) begins when:
- (1) the landlord has notice or actual knowledge of noncompliance; and
 - (2) the landlord has:
 - (A) refused to remedy the noncompliance; or
 - (B) failed to remedy the noncompliance within a reasonable amount of time following the notice or actual knowledge; whichever occurs first.

IC 32-31-7-5 Tenant obligations

Sec. 5. A tenant shall do the following:

- (1) Comply with all obligations imposed primarily on a tenant by applicable provisions of health and housing codes.
- (2) Keep the areas of the rental premises occupied or used by the tenant reasonably clean.
- (3) Use the following in a reasonable manner:
 - (A) Electrical systems.
 - (B) Plumbing.
 - (C) Sanitary systems.
 - (D) Heating, ventilating, and air conditioning systems.
 - (E) Elevators, if provided.
 - (F) Facilities and appliances of the rental premises.
- (4) Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises.
- (5) Comply with all reasonable rules and regulations in existence at the time a rental agreement is entered into. A tenant shall also comply with amended rules and regulations as provided in the rental agreement.
- (6) Ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to the landlord under IC 22-11-18-3.5(e)(2).

This section may not be construed to limit a landlord's obligations under this chapter or IC 32-31-8.

OTHER CODES

Unsafe building code is basically designed to dealing with structurally unsound buildings. It does have a clause about likely to cause an illness or disease to the occupants. At present the connection with mold and health issues is too vague.

Unfit for human habitation code. Is similar to unsafe building code in that there must be major structural problems or likely to cause an illness or disease. Mold again has the same problem of proof that it is the cause of any symptoms.

Health department has a general nuisance clause which deals with conditions that generate and transmit disease. It has to be well-documented that a condition will generate and transmit disease, unfortunately with mold the health affect are nonspecific and could be caused by a number of other issues, and there is no standard to test against.

Building Departments – probably have no jurisdiction

Most building codes deal with new construction and once new construction is approved there are no regulations until it becomes structurally unsafe.

Legal resources – may or may not help or fund cuts may have eliminated the services

LEGAL SERVICES PROGRAM OF NORTHERN INDIANA, INC. – (800) 288-8121 or (574)234-8121

Attorney General Office of Consumer Affairs 1-800-382-5516