

IC 32-31-7 Chapter 7. Tenant Obligations

- [32-31-7-1 Application](#)
- [32-31-7-2 Applicability of definitions](#)
- [32-31-7-3 "Rental premises" defined](#)
- [32-31-7-4 Effect of waiver of statute](#)
- [32-31-7-5 Tenant obligations](#)
- [32-31-7-6 Condition of rental premises upon termination of occupancy](#)
- [32-31-7-7 Landlord's cause of action to enforce tenant obligations](#)

IC 32-31-7-1 Application

Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent under a rental agreement entered into after June 30, 2002.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase under an agreement entered into before July 1, 2008.

As added by P.L.92-2002, SEC.1. Amended by P.L.62-2008, SEC.3.

IC 32-31-7-2 Applicability of definitions

Sec. 2. The definitions in [IC 32-31-3](#) apply throughout this chapter.

As added by P.L.92-2002, SEC.1.

IC 32-31-7-3 "Rental premises" defined

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

- (1) A tenant's rental unit.
- (2) The structure in which the tenant's rental unit is a part.

As added by P.L.92-2002, SEC.1.

IC 32-31-7-4 Effect of waiver of statute

Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.

As added by P.L.92-2002, SEC.1.

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](#).

As added by P.L.92-2002, SEC.1. Amended by P.L.17-2008, SEC.5.

IC 32-31-7-6 Condition of rental premises upon termination of occupancy

Sec. 6. At the termination of a tenant's occupancy, the tenant shall deliver the rental premises to the landlord in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of a dwelling unit.

As added by P.L.92-2002, SEC.1.

IC 32-31-7-7 Landlord's cause of action to enforce tenant obligations

Sec. 7. (a) A landlord may bring an action in a court with jurisdiction to enforce an obligation of a tenant under this chapter.

(b) Except as provided in subsection (c), a landlord may not bring an action under this chapter unless the following conditions are met:

- (1) The landlord gives the tenant notice of the tenant's noncompliance with a provision of this chapter.

(2) The tenant has been given a reasonable amount of time to remedy the noncompliance.

(c) If the noncompliance has caused physical damage that the landlord has repaired, the landlord shall give notice specifying the repairs that the landlord has made and documenting the landlord's cost to remedy the condition described in the notice.

(d) A landlord is not required to comply with the notice requirements of this section to bring an action under subsection (a) if the tenant's occupancy of the rental premises has terminated.

(e) This section may not be construed to limit a landlord's or tenant's rights under [IC 32-31-3](#), [IC 32-31-5](#), or [IC 32-31-6](#).

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

(1) Recovery of the following:

(A) Actual damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

As added by P.L.92-2002, SEC.1.

IC 32-31-8 Chapter 8. Landlord Obligations Under a Rental Agreement

[32-31-8-1](#) Application

[32-31-8-2](#) Applicability of definitions

[32-31-8-3](#) "Rental premises" defined

[32-31-8-4](#) Effect of waiver of statute

[32-31-8-5](#) Landlord obligations

[32-31-8-6](#) Tenant's cause of action to enforce landlord obligations

[32-31-8-7](#) Owner or landlord not prohibited from refusing to rent based on reasonable occupancy standard; standard for presumption of reasonableness

IC 32-31-8-1 Application

Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent under a rental agreement entered into after June 30, 2002.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase under an agreement entered into before July 1, 2008.

As added by P.L.92-2002, SEC.2. Amended by P.L.62-2008, SEC.4.

IC 32-31-8-2 Applicability of definitions

Sec. 2. The definitions in [IC 32-31-3](#) apply throughout this chapter.

As added by P.L.92-2002, SEC.2.

IC 32-31-8-3 "Rental premises" defined

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

(1) A tenant's rental unit.

(2) The structure in which the tenant's rental unit is a part.

As added by P.L.92-2002, SEC.2.

IC 32-31-8-4 Effect of waiver of statute

Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.

As added by P.L.92-2002, SEC.2.

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.

As added by P.L.92-2002, SEC.2.

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.

As added by P.L.92-2002, SEC.2.

IC 32-31-8-7 Owner or landlord not prohibited from refusing to rent based on reasonable occupancy standard; standard for presumption of reasonableness

Sec. 7. (a) The residential landlord-tenant statute (as defined in [IC 32-31-2.9-2](#)) does not prohibit an owner or a landlord from refusing to rent a rental unit on the basis of a reasonable occupancy standard.

(b) For purposes of this section, an occupancy standard is presumed reasonable if:

(1) it permits two (2) individuals per bedroom; and

(2) the owner or landlord:

(A) does not include infants less than one (1) year of age in the individuals per bedroom count under subdivision (1); and

(B) increases the number of individuals per unit by considering whether the configuration of a unit includes a:

(i) den;

(ii) library;

(iii) finished basement; or

(iv) loft;

that could reasonably be used as a sleeping area, unless doing so would violate applicable state and local codes, including fire codes.

(c) An owner or landlord is not required to consider a kitchen, dining room, living room, bathroom, hallway, or closet as a sleeping area.

As added by P.L.266-2017, SEC.3.