

IC 32-31

ARTICLE 31. LANDLORD-TENANT RELATIONS

IC 32-31-1

Chapter 1. General Provisions

IC 32-31-1-1

Determination of estates at will

Sec. 1. (a) A tenancy at will may be determined by a one (1) month notice in writing, delivered to the tenant.

(b) A tenancy at will cannot arise or be created without an express contract.

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

IC 32-31-1-2

Creation of tenancy at will month to month

Sec. 2. A general tenancy in which the premises are occupied by the express or constructive consent of the landlord is considered to be a tenancy from month to month. However, this section does not apply to land used for agricultural purposes.

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

IC 32-31-1-3

Determination of year to year tenancy

Sec. 3. A tenancy from year to year may be determined by a notice given to the tenant not less than three (3) months before the expiration of the year.

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

IC 32-31-1-4

Notice; determination of tenancy

Sec. 4. (a) This section applies to a tenancy of not more than three (3) months which, by express or implied agreement of the parties, extends from one (1) period to another.

(b) Notice to the tenant equal to the interval between the periods is sufficient to determine a tenancy described in subsection (a).

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

IC 32-31-1-5

Form; notice determining tenancy from year to year

Sec. 5. The following form of notice may be used to terminate a tenancy from year to year:

(insert date here)

To (insert name of tenant here):

You are notified to vacate at the expiration of the current year of tenancy the following property: (insert description of property here).

(insert name of landlord here)

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

IC 32-31-1-6

Rent; refusal or neglect to pay

Sec. 6. If a tenant refuses or neglects to pay rent when due, a landlord may terminate the lease with not less than ten (10) days notice to the tenant unless:

- (1) the parties otherwise agreed; or
- (2) the tenant pays the rent in full before the notice period expires.

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

IC 32-31-1-7

Forms; notice to quit; failure or refusal to pay rent

Sec. 7. The following form of notice may be used when a tenant fails or refuses to pay rent:

(insert date here)

To (insert name of tenant here):

You are notified to vacate the following property not more than ten (10) days after you receive this notice unless you pay the rent due on the property within ten (10) days: (insert description of property here).

(insert name of landlord here)

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

IC 32-31-1-8

Notice to quit; when not necessary

Sec. 8. Notice is not required to terminate a lease in the following situations:

- (1) The landlord agrees to rent the premises to the tenant for a specified period of time.
- (2) The time for the determination of the tenancy is specified in the contract.
- (3) A tenant at will commits waste.
- (4) The tenant is a tenant at sufferance.
- (5) The express terms of the contract require the tenant to pay the rent in advance, and the tenant refuses or neglects to pay the rent in advance.
- (6) The landlord-tenant relationship does not exist.

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

IC 32-31-1-9

Service of notices

Sec. 9. (a) Notice required under sections 1 through 7 of this chapter may be served on the tenant.

(b) If the tenant cannot be found, notice may be served on a person residing at the premises. The person serving the notice must explain the contents of the notice to the person being served.

(c) If a person described in subsection (b) is not found on the premises, notice may be served by affixing a copy of the notice to a conspicuous part of the premises.

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

IC 32-31-1-10**Conveyance by landlord**

Sec. 10. A conveyance by a landlord of real estate or of any interest in the real estate is valid without the attornment of the tenant. If the tenant pays rent to the landlord before the tenant receives notice of the conveyance, the rent paid to the landlord is good against the grantee.

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

IC 32-31-1-11**Attornment of tenant to stranger**

Sec. 11. The attornment of a tenant to a stranger is void and does not affect the possession of the landlord unless:

- (1) the landlord consents to the attornment; or
- (2) the attornment is made under a judgment at law or the order or decree of a court.

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

IC 32-31-1-12**Sublessees; remedy against landlord**

Sec. 12. A sublessee has the same remedy under the original lease against the chief landlord as the sublessee would have had against the immediate lessor.

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

IC 32-31-1-13**Alienees of lessors and lessees; remedies**

Sec. 13. An alienee of a lessor or lessee of land has the same legal remedies in relation to the land as the lessor or lessee.

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

IC 32-31-1-14**Rents; land granted for life**

Sec. 14. Rents from lands granted for life or lives may be recovered as other rents.

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

IC 32-31-1-15**Rents; dependency on life of another; recovery of arrears**

Sec. 15. A person entitled to rents dependent on the life of another person may recover arrears unpaid at the death of the other person.

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

IC 32-31-1-16**Rents; executors and administrators; remedies and liabilities**

Sec. 16. An executor or administrator of the estate of a decedent, whether a testator or intestate:

- (1) has the same remedies to recover rents; and
- (2) is subject to the same liabilities to pay rents; as the decedent.

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

IC 32-31-1-17

Occupant without special contract; liability for rent

Sec. 17. An occupant of land without special contract is liable for the rent to any person entitled to receive the rent.

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

IC 32-31-1-18

Death of life tenant demising land; recovery of rent

Sec. 18. If a life tenant who has demised any lands dies on or after the day on which rent is due and payable, the executor or administrator of the life tenant's estate may recover from the under tenant the whole rent due. If the life tenant dies before the day on which rent is due:

- (1) the executor or administrator of the life tenant's estate may recover the proportion of rent that accrued before; and
- (2) the remainderman may recover the proportion of rent that accrued after;

the life tenant's death.

As added by P.L.2-2002, SEC.16. Amended by P.L.1-2003, SEC.86.

IC 32-31-1-19

Crop paid as rent

Sec. 19. (a) In a case where a tenant agrees under contract to pay as rent:

- (1) a part of the crop raised on the leased premises;
- (2) rent in kind; or
- (3) a cash rent;

the landlord may have a lien on the crop raised under the contract for payment of the rent. If the tenant refuses or neglects to pay or deliver to the landlord the rent when it is due, the landlord may enforce the lien by selling the crop.

(b) A landlord who desires to acquire a lien on a crop raised under a contract on leased premises must file a financing statement under IC 26-1-9.1-501 at least thirty (30) days before the crop matures and during the year in which the crop is grown. The financing statement must:

- (1) give notice of the landlord's intention to hold a lien upon the crop for the amount of rent due;
- (2) specifically set forth the amount claimed; and
- (3) describe the lands on which the crop is being grown with sufficient precision to identify the lands.

(c) A lien created under this section relates to the time of filing and has priority over all liens created thereafter. However, a tenant may, after giving written notice to the landlord or the landlord's agent, remove the tenant's portion of the crop from the leased premises and dispose of the tenant's portion of the crop when the rent is to be paid in part of the crop raised. If the tenant does not give written notice to the landlord, the tenant may remove not more than

one-half (1/2) of the crop growing or matured.
As added by P.L.2-2002, SEC.16.

IC 32-31-1-20

Privately owned real property; regulation of rental rates

Sec. 20. (a) This section does not apply to privately owned real property for which government funds or benefits have been allocated from the United States government, the state, or a political subdivision for the express purpose of providing reduced rents to low or moderate income tenants.

(b) Regulation of rental rates for privately owned real property must be authorized by an act of the general assembly.

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

IC 32-31-1-21

Disclosure of structure in flood plain

Sec. 21. (a) This section applies to rental agreements entered into or renewed after June 30, 2009, for residential, agricultural, and commercial property.

(b) If the lowest floor of a structure, including a basement, that is the subject of a rental agreement is at or below the one hundred (100) year frequency flood elevation, as determined by:

- (1) the department of natural resources;
- (2) the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps; or
- (3) FEMA approved local flood plain maps;

the landlord shall clearly disclose in a landlord-tenant rental agreement that the structure is located in a flood plain.

As added by P.L.27-2009, SEC.1.