

## **IC 32-31-7**

### **Chapter 7. 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.*