

IC 32-31-8

Chapter 8. Landlord Obligations Under a Rental Agreement

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.