



Renting in Indiana

A Handbook for Tenants

3rd Edition (2023)

Disclaimer

This document is written for informational purposes only and should not be relied upon as legal advice. In each case, specific legal advice should be obtained which will be responsive to the circumstances of the individual requiring it. Laws change, so please be sure your information is current.





Partner Organizations



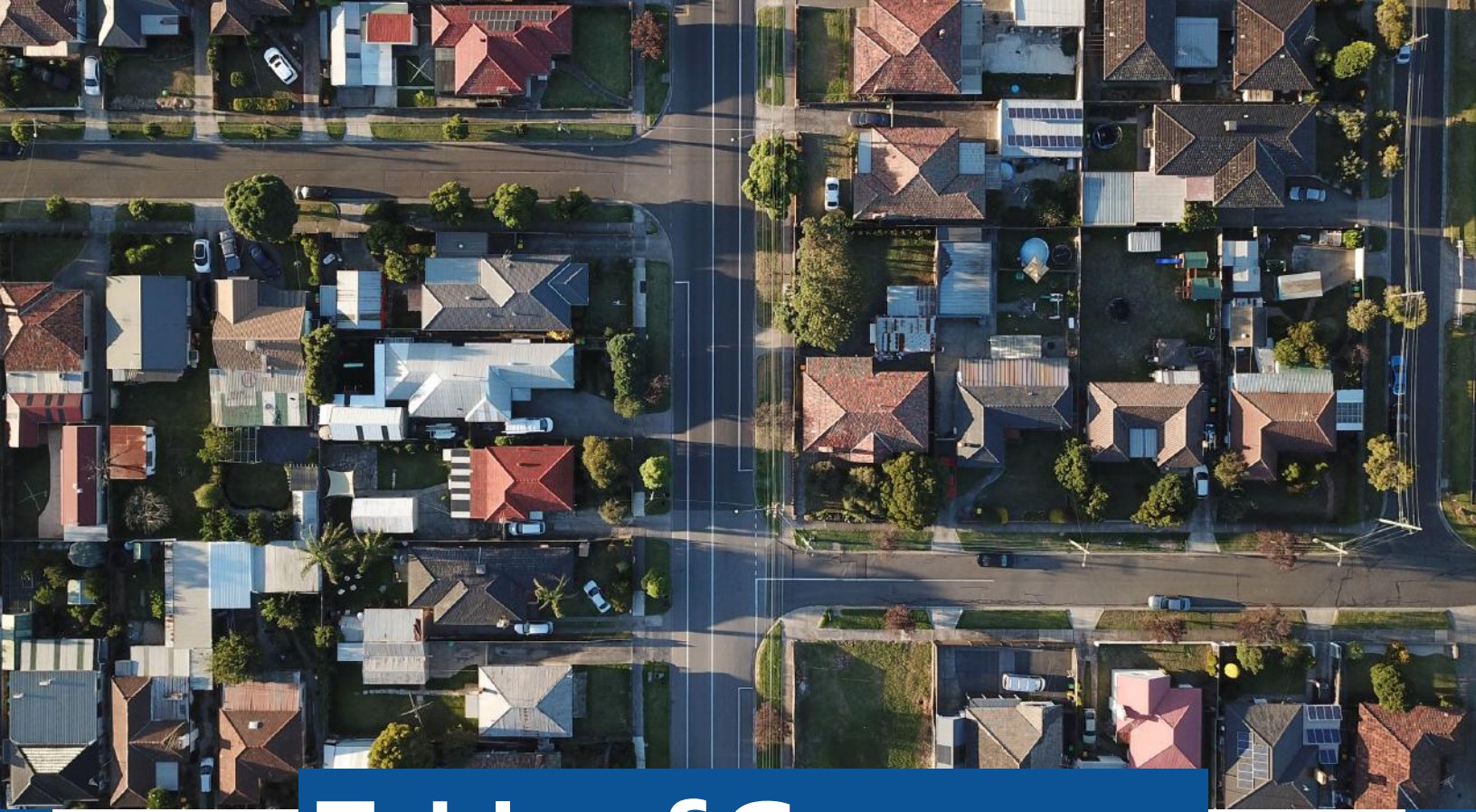










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Introduction

Renting in Indiana: A Handbook for Tenants is a general guide to help Hoosier renters make smart choices and renting a home in Indiana a positive experience.

The content is organized into three basic sections:



Find It

How to look and budget for a rental home that meets your needs.



Rent It

How to lease the property successfully and know your rights and responsibilities.



Keep It

How to have a safe and stable place to call home.

The Glossary offers guidance for specialized legal terms that are important to recognize and understand if you see them in your lease or other rental or utility documents. Words in the handbook in **red and bold** are explained in the glossary.

The Appendices offer additional resources on budgeting, searching for an apartment, fair housing resources, and contact information for organizations referenced in the handbook.

Note: This handbook cannot replace the advice of an attorney and only provides general legal information. For legal advice on your specific problem or situation, please contact your area's Indiana Legal Services office, other legal aid providers, or a private attorney. For more information on finding legal help, visit indianalegalhelp.org for assistance.

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BEFORE YOU LOOK FOR A PLACE TO RENT

Whether you are renting for the first time or the fifth, finding a rental home can be exciting, overwhelming, and time consuming. Before you begin your search, be sure to create a list of needs you have for your new home. The list below is a good place to start and will be explained in more detail in the following pages:

Things to consider:

1. Monthly rent budget
2. Up-front move-in costs and fees
3. Condition of the house or apartment
4. Utility service and costs
5. Location, neighbors, and landlord
6. Size of the unit
7. Outlets, lighting, smoke detectors, windows, plumbing, the home's exterior, and your parking needs
8. Appliances
9. Pet policies
10. Insect and rodent issues
11. Lease terms
12. Roommate or sublet policies

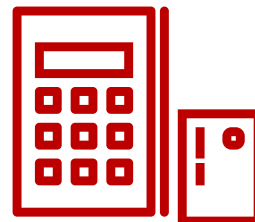
Monthly Rent Amount

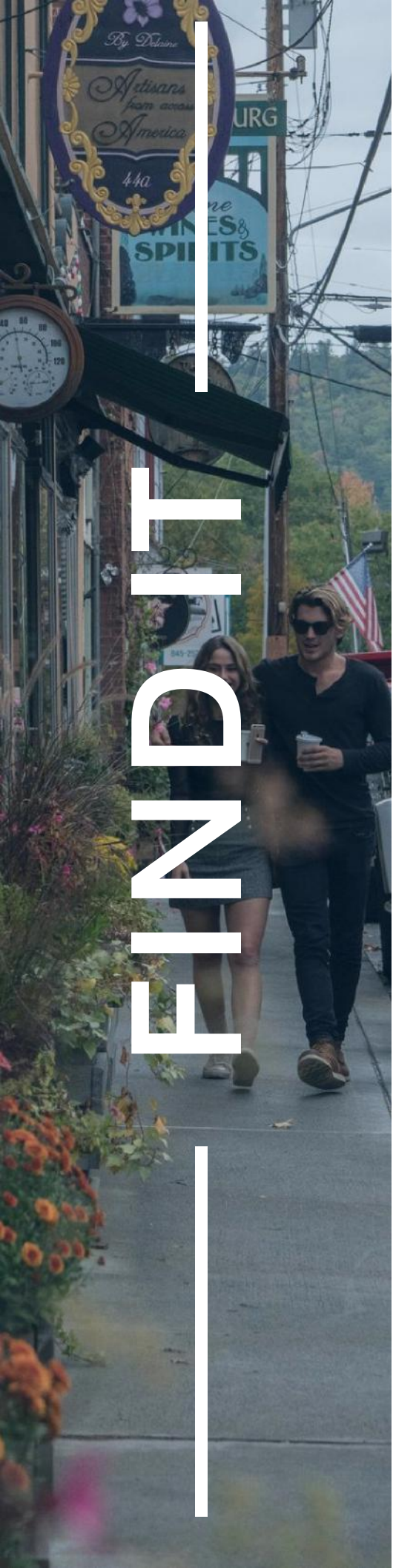
You need to know your financial commitments and spending limits before you sign a lease to make sure you are able to pay your rent. Nonpayment of rent is cause for eviction and could result in a court judgment against you. There are two common rules of thumb to determine how much rent you can afford to pay - the 30% rule and the 50/30/20 rule.

The 30% Rule

The 30% rule says that you should spend around 30% of your gross income (your income before taxes) on rent. This means, if you make \$3,200/month before taxes, you should spend about \$960/month on rent.

The 30% rule is a guideline and not a hard and fast rule. If you find an acceptable home for less than 30% of your income, do not pass it up simply because it doesn't hit the 30% mark! On the flip side, if there are limited affordable homes in your community, you may be forced to spend more than 30% of your income for an acceptable unit.





FINANCE

The 50/30/20 Rule

The 50/30/20 rule recommends allocating 50% of your **after-tax income** for needs, 30% for wants, and 20% for savings or additional debt payments. If you bring home \$3,200 per month after taxes, the rule would recommend dividing \$3,200 into the following categories:

- \$1,600 for **needs** such as rent, utilities, groceries, home insurance, transportation costs, childcare, and minimum credit card payments.
- \$960 for **wants** like shopping, eating out, and entertainment.
- \$640 for **savings** and additional debt payments you may have.

If you have high debt or additional expenses in the needs category, your rent budget could be tight. Additional expenses could include:

- \$260 monthly student loan payment
- \$180 monthly car payment
- \$135 monthly car insurance payment
- \$375 monthly grocery bill

These needs total \$950/month, which would leave you just \$650 per month for rent and utilities under the the 50/30/20 rule. Like the 30% rule, the 50/30/20 rule is not a hard and fast rule but a strong guide to help you determine how much you can afford to pay in rent.

Figuring Out Your Rent Budget

If you live paycheck to paycheck, have several debt payments, or live in an area of the state with limited affordable rental options, it may not be possible to use the 30% rule or the 50/30/20 rule to develop your rental budget. In this case, you can set your rent budget by:

- **Determining your monthly income** (wages, child support, SNAP).
- **Writing down ALL expenses** (groceries, medicines, utilities).
 - Include estimates for unexpected bills, like car repairs.
 - Include bills you pay once or twice a year, like renter's and car insurance. For bills you do not pay monthly, find the monthly payment. For example: If you pay \$500 twice a year for car insurance, divide the yearly \$1,000 payment by twelve to get your monthly insurance payment amount ($\$1,000/12 = \83.33 per month).
- **Subtracting your expenses from your income** to find the amount you can pay for rent.

Tenant Tip

Use the worksheet in **Appendix A** to set your household budget and determining how much you can pay for rent



Move-In Costs and Additional Fees

Rental Application Fees

Landlords can charge application fees and **these fees are often non-refundable**. Some landlords require an application form and a fee from every adult who will be living in the unit but others may waive the application form and fee requirement for additional renters.

Each property you apply to may charge an application fee. However, online search tools like Zillow often offer an application fee that covers multiple applications. **Before applying for a rental unit, be sure you understand how much the application fee is, how many applications the fee covers, and if the fee is required for each adult renter.**

Up-Front Costs

Up-front costs like security deposits, pet deposits, and first/last month's rent are usually **paid when signing a lease or before moving into the property**. Security and pet deposits are one-time fees usually equal to one month's rent. Landlords often use them to cover repairs if **damages** result from the actions of the renter. If the property was left in "reasonably" good condition, security and rent deposits are typically refunded upon a tenant's departure from the unit.

Landlords may also require you to pay the first and last month's rent when you move in to the unit. Be aware that a **"security deposit" and "last month's rent" are not the same thing** and you may not be able to use the security deposit to pay your last month's rent.

SAMPLE UP-FRONT COSTS	
Security Deposit (one month's rent)	\$500
First Month's Rent	\$500
Last Month's Rent	\$500
Total	\$1500

For **any payments** made on your rental property, including security deposits and rent, **get a receipt - especially if you pay with cash**. Receipts should be in writing, saved in a safe space, and include:

- What the payment is for and the amount paid.
- How much security deposit or rent is still owed, if any.
- The date on which the payment was received.
- The name of the person receiving the payment.
- If an agent is involved, the name of the landlord for whom the rent payment is collected.
- The signature of the landlord or agent.



Utility Fees

Make sure you **understand exactly which utilities you will be responsible for paying and the average monthly utility bills for your home.** Some leases will list each utility and the party responsible for payment. However, most leases only mention the utilities that the landlord pays and will only state that the tenant is responsible for arranging and paying for all other utilities.

For utilities that you will be paying, ask the landlord if they have the previous tenant's average monthly cost for service. If they do not have it, contact the utility company and request past usage amounts for the address of your potential rental. This information will help you determine how much your utility bill(s) will be and if those costs fit within your budget.

Utility Deposits and Outstanding Payments

You may need to pay a deposit or any of your outstanding utility bills before service begins. The amount of the deposit and outstanding fee will vary and can be significant if you have a large outstanding balance with the utility. We will discuss utility deposits in more depth in the "Rent It" section

Homeowner Association Fees

Some rental houses or apartments may be governed by a homeowners association, or HOA. These organizations are legal bodies designed to maintain the common areas of the a community and can hold residents accountable to specific rules through covenants, codes, and restrictions (CCRs). An HOA has the authority to ask residents of the community to pay a monthly HOA fee to cover things like maintenance, landscaping, and snow removal fees.

Who pays these monthly fees depends on the property owner and your lease agreement. In some cases, the fees are included in the monthly rental fee. In others, the lease may state that the renter is responsible for paying the monthly fee directly to the homeowners association.

A monthly HOA fee can definitely affect how much you are able to pay for rent, so please know if the unit is governed by an HOA and keep the fee in mind when determining your monthly rental budget.

Tenant Tip

As you develop your budget for rent, keep in mind that some rental applications require a tenant's net or "take-home" income be three times the amount of rent to be paid. As an example, a tenant applying to rent a \$800/per month unit would be required to show a monthly take-home income of \$2,400 to be approved.



LOOKING FOR A PLACE TO RENT

When looking for a place to rent, first consider your needs and what neighborhood or community might be right for you. Once you find a few locations that fit your needs, research available units in the community, confirm that the available units fit your rental budget, and talk to neighbors to determine if the landlord is a responsible landlord. Then, take the time to visit several prospective properties before making a final decision to rent.

Available Units, Location, and Neighbors

Research if the location and neighborhood is right for you and your family. Things to consider include:

- The number of units in the community that fit your rental budget.
- The type of available units (number of bedrooms, apartments, houses, townhomes, etc.).
- How safe is the neighborhood?
- Where is the nearest grocery store?
- How are the neighborhood schools?
- How close are hospital, fire, and ambulance services?
- If you have a car, is parking available, where should you park, and is there a fee for parking?
- Where is the nearest bus stop?
- Is it easy to walk or bike places from this location?
- What are the neighbors like?
- Would you feel comfortable living there for the entire lease term?

Simply looking around and asking current tenants and neighbors if they like the neighborhood will tell you a lot about the neighborhood.

Prospective Landlord

When asking about the neighborhood, also ask about the landlord and try to determine if tenants and neighbors like the landlord. Ask how quickly the landlord makes repairs. Ask if the landlord has a reputation for not making repairs, locking renters out of their units, or entering a tenant's unit when the tenant is not at home. Problem landlords often have a reputation and speaking with others will help you figure out if the landlord is responsible.

Tenant Tips

You can find information about your landlord by visiting your county clerk's office or going to www.mycase.IN.gov. Search court records to see how many times your landlord has been sued, especially by tenants. Most city government buildings have an office where you can request and review complaints and violation files for a unit you wish to rent.



VISITING POTENTIAL PROPERTIES

BEFORE you sign a lease, schedule an appointment to view the property. Ask who will be showing you the unit and if that person is the landlord, property manager, or leasing agent. This is important to know because the person showing you the unit may or may not be able to answer your questions or negotiate lease terms. In-person tours or face-to-face meetings are important to determine who you will be dealing with and what it will be like to live in the unit.

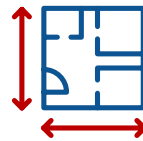
It is also a good idea to have potential roommates tour the unit with you so that everyone is on the same page regarding the condition of the unit, costs/fees, and landlord/tenant responsibilities..

Size of Unit

The size of your current home should give you an idea of how much space you need. If you don't already know it, find out the square footage of your current home and consider:

- Is your current home too large, too small, or just right?
- Do you need more bedrooms, bathrooms, or storage space?
- Do you need a larger kitchen, bedroom, bathroom, or closet?

When looking at rentals, be sure to look at the actual home you will be renting, not a model. Also, do not forget to look at the storage and closet space the rental home offers to make sure it will hold all of your belongings. Finally, when you look at the rental home, imagine how your furniture and decorations will fit in the rental home.



Condition of the Unit

Needed Repairs

Before you agree to lease a unit, visit the property and look for damage or needed repairs. Take your time looking around and make a list of any problems you see. Share the list with the landlord or rental agent and discuss the repairs, who is responsible for the repairs, and who will pay for the repairs.

If the landlord is willing to be responsible for the repairs, ask for a copy of the lease before you agree to lease the unit. Review the lease to see if it gives you the option to move out if repairs are not completed by an agreed-upon date or done to your satisfaction. You can also ask the landlord if they will pay a penalty or reduce your rent if repairs are not completed by the agreed-upon date.



TENANT

If you and the landlord agree that you will make the repairs, make sure you are in agreement as to:

- Who is responsible for making the repairs.
- Exactly what repairs will be made.
- The date the repairs will be completed.
- How to determine if repairs meet the landlord's satisfaction.
- Financial terms such as:
 - Will material costs be reimbursed or deducted from rent?
 - Any penalties if repairs are not completed by the agreed-upon date.
 - If the costs of repairs will be made instead of you paying rent or will be deducted from your rent.

No matter who completes the repairs, make sure your agreement is in writing. It is possible to add an addendum, or additional written information, to the lease stating all agreed-upon terms for the repairs. The addendum or additional written information must be signed and dated by both you and the landlord.

Keep in mind that if the landlord is not willing to come to an agreement on the needed repairs, the landlord and the rental home might not be the best fit for you. If the unit needs repairs, it might also be a sign that the landlord does not maintain the property well.

Tenant Tip

Always make any requests for repairs in writing and get a written confirmation of when the landlord will complete the repairs.

Internal Safety Issues

Outlets and Switches

When you visit prospective properties, look to see if each room has enough electrical outlets for your needs. Start by knowing how many outlets you use in each room of your current home, and then consider how many you will need in your new home. As you tour the property, plug a nightlight in each outlet to make sure the outlet works.

To reduce the risk of electrocution or electrical fires, ensure all of the unit's outlets and switches have covers and that the covers are not loose or cracked. Check wet areas of the unit, such as the bathroom and kitchen, to make sure outlets are protected.

If you notice discoloration, feel warmth, or hear a buzzing sound around outlets or switches, there could be an issue with the unit's wiring. Bring this to the attention of the landlord or property manager and ask if they would be willing to have an electrician investigate the issue prior to you taking possession of the unit.



Lighting

Confirm that the unit has enough overhead lighting and turn on all switches to make sure the fixtures work properly. If the room does not have overhead lighting, check to see if there are enough outlets for lamps or additional light sources to safely light the room.

Smoke Detectors

Always check to make sure there are enough smoke detectors in the rental home, they are in the right spots, and they work. **Indiana law requires at least one working smoke detector outside each sleeping area and close to bedrooms.**

For example, if you have a two-bedroom rental unit where the bedrooms are on different ends of the unit, there must be a smoke detector outside each of the bedrooms. But, if the bedrooms are right next to each other, a single smoke detector must be in the hall outside both bedrooms.

Be aware that:

- Landlords are responsible for installing smoke detectors.
- Tenants must also acknowledge, in writing, that there are working smoke detectors in the unit.
- Smoke detectors must be battery-operated or hardwired into the electrical system.
- It is unlawful to tamper with or remove a smoke detector.

Tenant Tip

Check smoke detectors once a month to make sure they are working properly. Tenants are generally responsible for replacing batteries. If a smoke detector needs replacement or repair, the landlord must do so within seven (7) working days of a written notice from the tenant.

Appliances

Turn on all appliances to make sure that they work. Check the electrical cords to ensure they are in good shape and not broken or frayed. Be sure to check:

- The oven and all burners on the stove
- The washer and dryer
- The dishwasher

Once you make sure they work, confirm that the appliances tested are the ones you will receive if you rent the unit and that the lease includes a list of what appliances are being supplied. The landlord is responsible for maintaining appliances that are supplied with the unit.



Pests and Rodents

When you are visiting a potential rental home, look for signs of insects or rodents. Look in cabinets, check around radiators, and look near baseboards to see if there are any signs of bugs or mice. Notice if there are any droppings or holes in the walls or baseboards that may point to a mouse problem.

If you notice anything, ask who will be responsible for providing and paying for the necessary extermination services. The landlord is almost always responsible for the general pest control of the property as part of regular property maintenance. Landlords should also have a record of all previous pest infestations that have been detected on the property and all action taken, preventative or responsive, to deal with the issue. Ask how often the rental home will be exterminated and when the last time those services were provided.

The lease, in most cases, should clearly outline that the landlord is responsible for dealing with pest issues except in cases where the tenant caused the problem through their own actions. The lease should also state how the tenant will be held liable for their actions, like if the tenant will be billed for the extermination services.

Plumbing

Most renters assume that the unit's plumbing is working, but this is not always true! Here are a few ways to check plumbing:

- Turn faucets on and allow the water to run.
 - Do both the hot and cold faucets work?
 - Does the hot water warm up quickly or not at all?
- Put a bit of toilet paper into the toilet and flush it.
 - Does it flush slowly? This could mean a clog or low water levels in the tank.
 - Are there leaks on the floor by the toilet?
- Open cabinets that house pipes.
 - Make sure there is no water damage indicating a leak.
- Look at the bottom of the cabinetry in the kitchen and bathrooms.
 - Are there signs of water damage?
- Examine the tile around the tub or bathroom fixtures.
 - Does it appear to be peeling back?
- If the kitchen has a garbage disposal, test it.
 - Turn on the water and flip the switch to see whether it works.





External Safety Issues

Home Exterior

- Is there adequate sunlight or electric light around the home or in hallways, staircases, and porch areas to prevent an intruder from hiding in the dark?
- Is the exterior clean and free from garbage and standing water?
- Are exterior walls or hallways cracked or rotting?
- Does the foundation have holes, appear to be cracked, or come loose from the house?
- Are there security cameras?

Windows

Regularly inspect windows, skylights, and walls to determine:

- Do the living room, kitchen, den, bedrooms, dining room, and basement all have at least one working window?
- Are any of the windows broken or missing screens?
- Do the locks on the windows work properly?
- Are there any signs of mold or water damage around windows or skylights that might indicate a leak?
- Can you safely exit the home using a window if you cannot reach the door leading outside?

Parking

Look to see if parking areas are well-lit, search crime statistics, or ask the person showing you the unit if car thefts are an issue in the community.

Doors and Locks

Make sure all interior and exterior doors work properly, are not damaged in any way, and have working locks. Check to make sure that exterior and interior doors do not expose you to cold or hot air and protect you from someone breaking into your rental home.

Tenant Tip

Have a deadbolt lock on all exterior doors of the unit. A deadbolt lock is one that must be turned by a key or a knob on the inside of the door. If the rental does not have a deadbolt, speak with the landlord about having one installed. Either you or your landlord can pay for the lock and installation, but make sure that any arrangement you make is in writing, and understand that your landlord may want a key to the new lock. For your personal safety, always use the provided exterior door locks, even if they are not deadbolt locks.



REVIEW THE LEASE

As you tour prospective homes, ask for a copy of the lease to review. Do not feel pressured to sign or review the lease "on the spot." Take the time to read the lease carefully so you understand the terms of the lease and any actions you will face if you violate the lease's terms.

Length of the Lease

The average length of most leases is 12-15 months. However, some landlords will lease a unit, often at a higher rental rate, on a six-month, month-to-month, or weekly basis.

If you have a month-to-month or six-month lease, you can vacate the unit quicker than if you have a one-year lease. Most leases that are less than 12 months require tenants to give the landlord a notice to vacate equal to the rental period. This means if you have a month-to-month lease, you must provide the landlord one month's notice that you are going to move out of the unit.

Do not be afraid to ask your landlord for a lease term that fits your needs. If you need a nine-month or 15-month lease and the landlord only offers a 12-month lease, ask if they would allow you to rent the property for nine or 15 months. If the landlord agrees, make sure the lease reflects the length you agreed upon before you sign it.

Pets

Some landlords prohibit pets of any kind. Other landlords may only allow certain types of pets, like dogs or cats. Landlords can also have restrictions on the size, weight, or breed of the pet you may have.

Landlords who allow pets will typically request a pet deposit, which will be returned to you if the landlord does not have to repair any damage caused by the animal. Pet deposits may be waived for service and emotional support animals, if the tenant has proof of disability and the animal is not aggressive.

Landlords may also require you to pay an extra per-month charge for having a pet. Make sure to ask upfront about the landlord's rules on pets and be prepared to discuss responsible pet ownership practices with your landlord, such as always cleaning up after your pet.

If you have or are considering getting a pet, know if there are certain outdoor areas your pet, such as a dog run or "potty" park. Also, know if there are restricted areas where your pet cannot go.

Finally, look around the community to see what kind of pets your neighbors have and how they are being treated. If you have a small dog and your neighbor has an unleashed large or aggressive dog, you may want to think carefully about renting the unit.



Roommates

Although there are advantages to having a roommate or roommates, problems can arise with roommates, including differences of opinions on housekeeping, visitors, noise, and payment of bills.

Put any agreement you have with your roommate(s) in a written document, signed and dated by you and all of your roommate(s). The agreement should specifically outline things like how you will divide bills and pay rent.

A landlord can legally hold all tenants responsible for the **breach** of one tenant. For example, two tenants could be evicted even if only one of them damages the property or otherwise **breaches** the lease. This is called **joint and several liability**.

Depending on the terms of your lease, you could be responsible for paying the entire amount of the rent due on the lease at one time. This is called an **acceleration clause** and says that if you fail to do something required under the lease, all of the rent due under the lease becomes due at once.

Tenant Tip

If your landlord sues you and your roommate in court for unpaid rent and your lease says that you and your roommate are "jointly and severally liable," you may have a judgment entered against you for rent that your roommate failed to pay even though you paid your share!

Parking

Confirm with the landlord the number of parking spaces each tenant is allowed and whether there is assigned parking. This is particularly important if you are moving into an apartment complex or multi-family rental unit.

If you require a parking space near the entrance to your home for medical reasons, ask the landlord for a reserved and accessible parking space for your vehicle. Also, make sure you understand visitor parking restrictions and where to tell visitors to park.

Finally, make sure your lease outlines all parking restrictions, fees, and accessibility requirements.



FINDING SUBSIDIZED HOUSING AND RENTAL ASSISTANCE

Housing is "subsidized" when the government pays for part of a family's rent. There are several different types of subsidized housing, not including emergency shelters. Three common types of subsidized housing are public housing, Section 8 Housing Choice Vouchers, and project-based Section 8 rental homes.

Subsidized Housing Rent

Amount of Rent

A renter's portion of rent and utilities in public housing, a Section 8 Housing Choice Voucher, or a project-based Section 8 rental home is generally 30 percent (30%) of the renter's income. In calculating rent, there are deductions for children, the elderly, or people with disabilities in the household. There are also deductions for some medical expenses. Make sure all eligible deductions are subtracted from your family's gross income before your portion of rent is determined.

If you disagree with the amount of rent you are being charged, you can appeal to the agency. You can also contact a private attorney or your local legal services agency for help.

Minimum Rent

Even if you have little or no income, you may be charged a minimum rent set by the housing program. The minimum rent for public housing can be up to \$50. You may not have to pay minimum rent if you have certain hardships, which can reduce your rent to \$0. However, if the hardship is temporary, you will stop paying minimum rent only for a while and you will have to repay the minimum rent at a later time.

Rent Payment

Persons who live in subsidized housing have certain responsibilities. Persons whose rent is subsidized must pay their part of the rent on time and report all changes in income, source of income, family size, and resources as soon as possible. They also must follow the other terms of their lease.

Many subsidized programs require good cause to terminate or not renew a lease.



How Do I Find Subsidized Housing

There are several types of subsidized housing and finding a place depends on what type of subsidized housing you have secured.

Public Housing

Public housing is owned and operated by the government for eligible low-income households, the elderly, or people with disabilities. Typically, you apply for public housing through your local Public Housing Authority (PHA) or Community Action Program (CAP) office. If your application is accepted, the agency will place you in available housing or place you on a waiting list. If your application is denied, you can appeal and ask for a hearing to discuss the denial.

To find out if public housing is available in your area and how to qualify, contact your local housing authority. Go to www.hud.gov and click on "Find My Local Public Housing Agency" (PHA). To find a Community Action Program, call (800) 382-9895 or go to www.incap.org.

Section 8

There are two kinds of Section 8 subsidies:

- Tenant-based Section 8, also known as a Housing Choice Voucher
- Project-based Section 8

Housing Choice Vouchers

People who receive a Section 8 Housing Choice Voucher can use it for any rental home in the community (a house, apartment, or condominium), and with any landlord that is willing to accept the voucher. However, the home must meet housing quality standards, reasonable rent standards, and other program requirements.

If you receive a voucher, you must find your own rental home and there are time limits for finding a home. The voucher can expire if you do not find a home within the time limit, which is typically 60 days with an option to extend for an additional 30 days. When you find a place to rent and the landlord is willing to accept your Section 8 Housing Choice Voucher, notify the agency issuing the voucher. If the home meets program requirements, the agency should accept the home you found. If you have a Section 8 Housing Choice Voucher and decide to move out of the rental home, you can use the voucher when you look for a new rental home.

While most subsidized properties require good cause in order to terminate or not renew a lease, landlords accepting a Section 8 Housing Choice Voucher are not required to renew the lease after the first year.



Sources for Section 8 Housing Choice Vouchers

Local Public Housing Authority (PHA)

Go to www.hud.gov and click on "Find My Local Public Housing Agency" (PHA)

Community Action Program (CAP)

Find your local community action agency by calling (800) 382-9895 or go to www.incap.org.

HUD Veterans' Affairs Supportive Housing (VASH) vouchers:

This program provides specialized housing choice vouchers for Veterans. Applicants should start the process at their local Veteran's Affairs Medical Center (VAMC) or community-based outreach clinics. VASH combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). The VA provides these services for participating VAMCs and community-based outreach clinics.

Project-Based Section 8

Project-Based Section 8 is fixed to an apartment complex where some or all of the units are assigned a subsidy for eligible low-income tenants. You receive assistance for the unit as long as you are eligible and the apartment complex receives assistance for your unit. If you move out of this type of Section 8 apartment, you cannot take the Section 8 assistance with you and the assistance you received will be given to a new eligible tenant. If you don't know what kind of Section 8 you receive, contact the agency that approved you for Section 8. There are some project-based vouchers where you can get a tenant-based voucher when you move.

Qualifications

To qualify, you must fall within the Department of Housing and Urban Development's required income limits for the program.

Disqualifiers

Each project may have different regulations or have a number of units set aside for elderly or disabled households. Common practices include conducting a credit, rental, and criminal history check for each adult that will be occupying the unit. Ask the property manager what their specific screening criteria are, and if there are any issues that are automatic disqualifiers for potential renters.





FIN

Other Sources of Assistance

Rural Housing

The U.S. Department of Agriculture (USDA) subsidized over 15,000 Section 515 rural multifamily apartment complexes throughout the U.S. as well as project-based rental assistance for over 250,000 apartment units throughout the nation. For listings, go to the Rural Development Multi-Family Housing page at rdmfrentals.sc.egov.usda.gov on the USDA website and search for unit by town and zip code.

Low-Income Housing Tax Credit (LIHTC)

Another source of affordable housing are Low Income Housing Tax Credit (LIHTC) properties. LIHTC rental homes offer reduced rent for eligible low-income renters and you can find a list of Indiana LIHTC properties at www.in.gov/myihcda/rhtc.htm under the "Applications and Awards".

Indiana Housing Now

IndianaHousingNow.org is a free, state online resource for renters and property managers in Indiana. The dynamic search option helps users to find affordable, accessible, and market-rate housing to fit their needs. For assistance, call 1-877-428-8844 (toll free) Monday-Friday 9:00am-8:00pm (Eastern Time) or dial 7-1-1 for TTY.

Community Action Agencies or Area Agencies on Aging

Call the **Indiana Community Action Association** at (800) 382-9895 or go to www.incap.org.

Call the **Indiana Association of Area Agencies on Aging** at (317) 205-9201 or go to www.iaaaa.org.

U.S. Department of Housing and Urban Development (HUD)

Go to www.hud.gov. Click on "find rental assistance." There you can look up low-rent apartments by location, number of bedrooms, and special needs such as senior housing

Rental Assistance

Privately-owned properties in your community may get rental assistance from HUD. Search for these properties, by county or state, at www.hud.gov/topics/rental_assistance.

Tools to Find It

Budgeting Worksheet (Appendix A)
Rental Unit Needs Checklist (Appendix B)

BEGIN WITH THE LEASE

Understanding the type and terms of your lease is critical to keeping and enjoying your home. Though terms can be confusing and the lease complex, read the lease carefully **BEFORE** you sign it.

Type of Lease

Written and Oral Leases

A lease can be a written or oral agreement between you and your landlord concerning the rental property. The lease and Indiana law determine your rights when renting from a private landlord. Though a written lease is highly recommended, whether you feel comfortable with a written lease or an **oral lease** is up to you.

Written Lease vs. Oral Lease

A written lease is a document that you and your landlord each sign.

An oral lease is a verbal agreement between you and your landlord.

A written lease makes it easier to prove that your landlord promised to do something and confirms how much rent you agreed to pay the landlord.

An oral lease makes it difficult to prove any agreement you and your landlord may have. For example, the landlord could claim that your rent was for more than you paid.

Written leases may contain the following provisions:

- A clause forcing you to pay the rent for the entire lease period, even if you move out early.
- A clause making you pay a fee to break the lease if you try to move out before the lease ends.
- Clauses saying that you agree to pay certain fees if you breach the lease and your landlord takes you to court. These fees can include administrative fees, attorney's fees, and court costs.

An oral lease can provide you with some flexibility, but it's best to have even the most basic agreement in writing.

For instance, if you have an oral month-to-month lease, you could move out more quickly, if necessary. However, if the lease is not in writing, the landlord could say that the terms of the oral lease were for an entire year.

Tenant Tip

If your rental property will be governed by a written lease, ask for a copy of the lease when you tour the unit. This will give you a chance to review the lease and decide if the lease terms, the unit, and the landlord are all good fits for you and your rent budget.

Mobile Home Leases

Mobile home parks usually have park rules and usually require renters to sign a written lease. The park rules should be posted in a public place.

When renting a mobile home, check your lease to be sure that it includes mentions of all of the following:

- All fees associated with living in the park and services provided.
- Information about the landlord.
- The term of the lease agreement.
- The maintenance responsibilities of the landlord and the tenant.
- Any rules of the mobile home park.
- How deposits and refunds are handled.
- Notice periods for moving out, being told to move out, and rent increases/decreases.
- How increases in rent are handled.
- The future of the park.
- The wind/weather zone of the park.
- Any fees or rules relating to guests.

Many lots are rented on a month-to-month basis, which means the landlord can ask you to move with just 30 days' notice. A violation of the lease or park rules can also be used to evict you. Depending on what the lease says, you may not even get a 30-day notice if there's a rule or lease violation. A mobile home park owner in Indiana has a lien on the renter's property for unpaid charges. If you own your mobile home but are behind on your lot rent, you may find that you are not allowed to get a permit to move the mobile home due to the park owner's lien for unpaid charges. It is important to contact a lawyer if you're being prevented from moving your mobile home.

Rent-to-Own Agreements

A rent-to-own contract is a standard lease with an agreement which gives you an option to buy, or an obligation to buy, the unit after a certain amount of time. Rent is paid during the lease and, in some cases, a percentage of the payment is applied to the purchase price of the home.

There are two types of rent-to-own agreements. One is a lease-option contract which give you the *right to purchase* the property when the lease expires. The other is a lease-purchase contract which *requires* you to purchase the property when the lease expires. Be sure you understand if you have a lease-option or lease-purchase contract.

Tenant Tip

Tenants may be responsible for repairs and home maintenance costs in some rent-to-own agreements.

Lease Terms

Elements of Lease Agreement

All leases should include:

- The location of the unit.
- All fees to be paid.
- The duration, or length, of the lease.

All leases should be signed and dated by both the tenant and the landlord.

Reading the Lease

Take your time and read the lease carefully **BEFORE** you sign it. Make sure you understand all the words and terms of the agreement, as well as any consequences for not following the terms of the lease. If you have any questions about the agreement, take the lease to an attorney to get your questions answered. Remember, violations of lease terms can result in additional fees or even immediate eviction.

Also make sure that your lease clearly outlines everything you and your landlord have agreed upon. For example, if you and your landlord verbally agreed that you will receive \$100 off your first month's rent, make sure your lease states that you will receive \$100 off your first month's rent.

Tenant Tip

Use indianalegalhelp.org to find and contact a legal aid attorney in your area that can review your lease and answer your questions to ensure that your lease agreement is clear and legal.

Understanding the Lease

The following are a few standard lease terms you need to look for and understand before signing your lease:

Acceleration Clause

A clause that states you must immediately pay the rent and fees due through the end of the lease. This can be a significant expense if you move out before the end of the lease.

Utilities

The lease should state what utilities you are required to pay.

RENT IT

Rules, Regulations, and Responsibilities

A rule could include a "quiet enjoyment" term protecting tenants from intrusions such as loud noises. A regulation could be that smoking on the property will result in immediate eviction. Responsibilities could include terms outlining who will plow the snow from streets and sidewalks, or who will mow the lawn.

Late Rent, Move Out, and Lease Renewal Policies

Dates for paying rent or fees for late rent payments. Deadlines for giving notice that you would like to renew your lease or will not be renewing your lease. Fees for moving out before the lease ends.

Breach of the Lease Agreement

What happens if you break the lease agreement.

Understand What the Law Says

Watch out for lease terms that would make you responsible for things you don't want to do, or that are against Indiana law. For example:

- **What your lease says:** Your lease says the tenant is responsible for all maintenance and repairs.
- **What the law is:** Indiana law says that a landlord must maintain the following systems in good working order: electrical, plumbing, heating, ventilation, and air conditioning (if A/C is provided).
- **What your lease says:** Your lease might say that your landlord can come into your home at any time without notifying you first.
- **What the law is:** In case of an emergency, a landlord can enter without advance notice. Otherwise, Indiana law says a landlord must give reasonable advance notice of intent to enter the property and must only enter at reasonable times.

Editing and Signing the Lease

If you disagree with any of the lease terms, ask the landlord to change or remove the term. If your landlord agrees to remove a term at your request, draw "X's" or lines through the sentence or words and have your landlord initial and date it.

All leases must be signed and dated by both the tenant and the landlord. **Once signed, the landlord and tenant should keep copies of the signed and dated lease.**

Tenant Tip

Remember, violations of lease terms can result in added fees or even immediate eviction. Make sure you understand exactly what the lease requires you to do. Most leases include duties, rules, and regulations other than just paying your rent.

MOVING INTO YOUR NEW HOME

It's move-in day and you are very excited. But, before you move in there are a few things you should do in order to make sure that your move-in is smooth.

Inspection

First, arrange for your landlord to meet with you at the rental home on the day you move in so that you can do a joint move-in inspection.

You and your landlord should go through each room and note on the inspection sheet provided in Appendix D things that need to be repaired and the date by which the landlord agrees to repair it.

Be sure to make note of:

- Any dirt, stains, marks, damage, or tears in the apartment or storage areas.
- Any marks or damage to appliances supplied by the landlord.
- Any holes in the wall, regardless how small.
- Anything that is missing like window screens, door knobs, door handles, or sinks.
- Anything that is currently in the apartment but should not be like furniture, trash, or pets.

As you walk through the unit with the landlord, take photos of everything on your move-in inspection sheet, including the inside of the refrigerator/freezer and oven. This will give you a good record of what the unit looked like when you moved into and out of the unit. Make sure you date the photos and save them somewhere (computer file, thumb drive, or printed) so that even if you lose your phone, you can still access them.

Make sure you keep a copy of the inspection sheet for your records. If your landlord does not have a copier nearby, offer to take the original and have a copy made for your landlord. Or, take a photo of the move-in sheet with your phone and send it to the landlord, keeping the original with the move-in photos.

Repairs

Tenants in Indiana have the legal right to repairs for issues that place the property in violation of state health and safety standards. To exercise this right, they must properly notify the landlord about the issue in question, and allow a reasonable time for the repairs to be made. What is reasonable is determined on a case-by-case basis. For example, courts have held that two weeks to repair a water heater and one week to repair a burst pipe were unreasonable waits.

RENT IT

If you and your landlord agree that you'll make needed repairs instead of paying rent, or that your work will be deducted from your rent, make sure you get the agreement in writing. The agreement should be signed and dated by your landlord and should say what you are to repair, how your work will be counted (by the hour or by the project), who will be responsible for buying repair materials/supplies, whether the cost of the supplies will be subtracted from your rent, and anything else you and your landlord agree to.

If your landlord is subtracting the cost of your work from your rent, ask them for a receipt showing the cost has been deducted from your rent and how much rent, if any, is still owed to you.

As work is completed, save and keep in a safe place:

- A copy of the signed agreement(s).
- A record of the repairs you made including the date or dates on which you made the repair and what you did on the date(s).
- Copies of receipts showing the cost of any supplies you purchased and your landlord subtracted from your rent.
- Documentation of your notification to your landlord that the repairs are complete.

Renter's Insurance

One thing tenants often overlook is the importance of having renter's insurance. Renter's insurance protects you if you lose your belongings from theft or if your belongings are damaged by flood or fire. The items covered by renter's insurance depend on the insurance company from whom you purchase the insurance and the amount of coverage you purchase. You should speak with an insurance agent to determine the best coverage type and policy for you.

Types of Coverage

- **Personal Property** coverage makes sure that your personal belongings are protected. If your furniture is ruined due to water damage or from a burst pipe or your phone is stolen on a trip, your renter's insurance should cover the loss.
- **Loss of Use** coverage provides reimbursements for temporary housing and living expenses, such as food and laundry, if you can't stay in your home while repairs are being made to your home after an incident such as a burst pipe, fire, or tornado.
- **Liability Coverage** helps cover the costs for things such as legal fees or property damage if someone is injured in your rental or if someone on the policy damages someone else's property.
- **Medical Protection** can help cover medical expenses if someone not living in your rental home gets injured in your rental or if you accidentally hurt people outside of your home.

Renter's insurance policies can be a combination of multiple types of coverages and each type of coverage can have coverage limits, or the maximum amount of money the insurer will pay, for a covered claim.

Requirements

Landlords and property management companies often require tenants to have renter's insurance policies with certain types of coverage and coverage minimums. Personal Property and Loss of Use are the most common types of coverage required, but ask your landlord or check your lease for any coverage type or minimum coverage requirements.

How Much Coverage Should You Get?

Your policy should be unique to your needs and based on your lifestyle. The amount of coverage you need depends on:

- How high of a premium you are able to pay.
- How high of a deductible you are willing to pay.
- How many things you need to cover and what those things are worth?
- The replacement or repair costs of your things.
- The type of coverage you seek (personal property, loss of use, liability, or medical).

Getting the Best Deal

Think about the value of your property and your lifestyle when deciding on your policy's deductible and coverage limits. Most insurance companies have coverage minimums but will allow you to set coverage limits to fit your need. Lower coverage limits might save you a few bucks on your insurance premium, or what you pay for the policy, but they also might leave you with insufficient coverage when you make a claim. A high deductible, or the amount of a claim that you are responsible for paying, can also save you a few buck on your premium but can leave you with a large unexpected bill to cover all of your loss.

Some landlords and property management companies refer tenants to insurance agencies. Make sure you get quotes from a couple different agencies to ensure you get the best deal.

Finally, it is usually more expensive to pay monthly for insurance. Select a 6-month or annual payment term for your policy.



Tenant Tip

It is helpful to have the beginning and end dates for your rental insurance policy match the beginning and end dates of your lease.

Utilities

Your lease will state which utilities you are responsible for and it is up to you to have these services connected. It is also up to you to pay the utility bills, unless your lease says otherwise, or you have a written and signed agreement with your landlord regarding payment.

Utility Deposits

Utility providers may require you to pay a deposit before turning on your utilities. Rules for when you are required to pay a deposit and how much of a deposit you will be required to pay are set by law and can vary depending on the provider and which utility you are having connected.

Deposits Are Usually NOT Required If...

- You are a new customer or have been a customer of a different utility company for at least two (2) years.
- You don't owe money to a utility provider.
- Your utilities have not been shut off for nonpayment.
- You have not made a late payment more than twice in the year.

If you haven't been a customer of a utility in the last two years, you may also avoid paying a deposit if you show you have good credit through work, buying or renting a home, or your charge accounts.

Deposit Are Usually Required If...

- You have been mailed a disconnect notice two months in a row.
- You have been mailed a disconnect notice three times in a year.
- Your service was disconnected for nonpayment in the last four years.

These are examples only. Some utility companies may have different requirements for deposit eligibility.

If you are required to provide a deposit to begin your utility service, the deposit should not be greater than one-sixth of your estimated annual billing. For example, if your estimated annual bill is \$600, your deposit should not be more than \$600 divided by 6, or \$100.

If a deposit is more than \$70, a customer may be allowed to pay it in installments, depending on the size of the utility and whether you are a new customer or a current customer. Installment periods range from 60 days to 12 weeks.

Utilities must refund deposits with interest after you have paid your bills on time for a year or so, depending on the type of utility. **Check with your utility company upon connection regarding their deposit practices.**

Mobile Homes

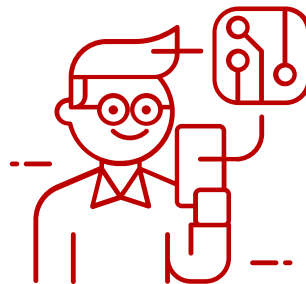
Mobile home parks rent lots or spaces for mobile homes. Under Indiana law, a "mobile home park" is a place where there are at least five mobile homes.

If you rent in a mobile home park, you should know:

- The park must have a license from the Indiana State Department of Health (ISDH), which sets the health rules and approves plans for mobile home parks. Owners must have working water, sewer, good drainage, and meet other standards.
- The license has to be renewed every four (4) years.

Many lots are rented on a month-to-month basis, which means the landlord can ask you to move with just 30 days' notice. A violation of the lease or park rules can also be used to evict you. Depending on what the lease says, you may not even get a 30-day notice if there's a rule or lease violation. A mobile home park owner in Indiana has a lien on the renter's property for unpaid charges. If you own your mobile home but are behind on your lot rent, you may find that you are not allowed to get a permit to move the mobile home due to the park owner's lien for unpaid charges. It is important to contact a lawyer if you're being prevented from moving your mobile home.

The Indiana Department of Health's (IDOH's) Environmental Public Health Division inspects and licenses mobile home communities and reviews and approves plans for the construction or alteration of such communities. The Environmental Public Health Division seeks to ensure safe facilities, proper water supply, and proper sewage disposal. Currently, there are 1,112 mobile home communities in Indiana. Each of these facilities is inspected by one of 10 field staff.



Tools to Rent It:

Rental Home Search Checklist (Appendix C)
Move-In/Move-Out Checklist (Appendix D)
Lease Review Checklist (Appendix E)



KEEPING YOUR HOME

Enjoying and keeping your home depends on three main things: paying your rent and utilities, finding solutions to problems, and seeking help when necessary. This section of the Handbook outlines rent payment processes and provides suggestions for renewing or ending your lease. It also provides tips on communicating with your landlord and/or property manager as well as your neighbors. Finally, it lets you know where to go for help if you are facing eviction and how to navigate the eviction process.

Rent Payments

The biggest factor in keeping your home is your ability to pay your rent and the timeliness of your rent payments.

Ability to Pay

Your ability to pay your rent can be the result of several external factors such as a job loss, a medical expense, or an unexpected car repair. If you are facing any of these issues, it is best to let your landlord know, and try to reach an agreement on payment terms. ALWAYS get agreed-upon payment terms in writing with the document dated and signed by you and your landlord.

Timeliness of Payment

ALWAYS pay your rent on time, know when payments are due, and the amount of any fees charged for late payments. For instance, some landlords may set a payment due date of the first of each month but will accept payment a few days after the first of the month before charging a late fee. It is important to make your payment BEFORE this grace period closes to avoid costly late fees.

Method of Payment

Finally, clarify if the landlord requires a specific payment method like a paper check or online payments via a rent portal or an electronic payment system like Venmo. No matter what the payment method, ALWAYS ask for and keep a receipt or acknowledgement of payment showing the amount and date of payment.



Tenant Tip

Share all of your current contact information with your landlord or property manager. Also know how (email, text, phone call, note on your door) they will contact you about rent payments.

Utility Payments

Like rent payments, keeping your home can depend on you making timely payments for the utility bills that you are responsible for paying. If you are having trouble paying your utility bills, the following information can help you avoid disconnection of service.

Weatherization Assistance Program

Weatherizing your rental home is a way to lower your heating and cooling costs and keep your bills affordable. The Weatherization Assistance Program is a federally-funded program to help make homes more energy efficient and is run through local Community Action Agencies. The program is available to eligible homeowners or renters and weatherization services include home inspections as well as insulation of the attic, foundation, and walls. The program also provides furnace cleaning and safety checks. **Talk with your landlord to ensure that the weatherization efforts do not violate your lease.**

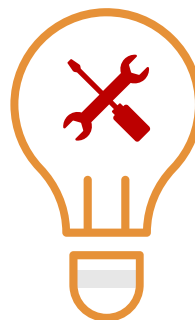
For more information on the Weatherization Assistance Program, contact your local Community Action Agency (www.incap.org) or visit the program web page at IHCDA.

Phone and Internet: Lifeline

For assistance with paying telephone and internet bills, eligible families can apply for help from the Lifeline program. Lifeline is a Federal government program that can help lower the cost of phone and internet service. Through participating service providers, the Lifeline program offers affordable rates for quality services.

To be eligible for Lifeline, you must have an income at or below 135% of the federal poverty guidelines, or \$40,500/yr for a family of four. You can also qualify if you participate in any of the following programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Federal Public Housing Assistance, or Veterans Pension and Survivors Benefit Program. Be aware that there can only be one Lifeline benefit per household.

To sign up for the Lifeline program, you must call your local phone or internet service provider. For more guidance and to see a list of participating companies, visit www.lifelinesupport.org.





Indiana Energy Assistance Program

The Indiana Low Income Home Energy Assistance Program (LIHEAP) provides financial assistance to eligible households for energy bills during the winter and summer months. The program also helps with window air conditioning units for eligible households during the summer months.

To be eligible for LIHEAP, a household must have an income at or below 150% of the federal poverty guidelines, or \$45,000/yr for a family of four. Households can generally apply for LIHEAP from November through May and assistance is available on a first-come, first-served basis. To apply for assistance or for more information, contact your local Community Action Agency (www.incap.org) or visit the program web page at IHCD.A.

Other utility help may be available by calling Connect2Help (dialing 211) or applying for help from your **township trustee**.

Township Trustee Assistance

Your first step to finding help to pay your utility bills should be to contact family members, local churches, community centers, and social service agencies for assistance. A **Township Trustee** should only be contacted after all other requests for assistance have failed.

Trustees are township executives and they provide emergency assistance to individuals and families who qualify, based on township assistance standards. These funds can be used to pay mortgages, rent, utilities, and funeral costs. You can find your township trustee by calling your county clerk's office or on the web at indianatownshipassoc.org/indiana-townships/.

It is best to call before visiting your Trustee's office to learn when they take applications for assistance.

Application

To fill out an application for assistance, you will need:

- Proof of your household's income and finances, such as paystubs or **Temporary Assistance for Needy Families (TANF)** records.
- Verification of household residents such as social security numbers or birth certificates of all household residents.
- Receipts for expenses during the last month.
- Information and any documents regarding the situation you need help with, like a rent-due notice.
- If you have any referrals from other agencies, bring those as well.

Eligibility

Each **Township Trustee** has different standards, or rules, about eligible household income as well as other factors in deciding whether you are eligible for assistance. If you are found eligible, the Trustee will likely give you a voucher for assistance.



Outcome

The **Trustee** must make a decision on all applications within 72 hours, not counting weekends and holidays. Trustees can decide to grant the application, deny the application, or leave the application pending for another 72 hours.

If the Trustee leaves the application pending for another 72 hours, the Trustee must say why they did not deny nor grant the application within 72 hours of the date the application was placed. In an emergency, the **Trustee** may be able to help you in less than 72 hours or even the same day.

If the Trustee turns you down, the Trustee's decision must be based on the Trustee's standards. Be sure to ask the Trustee to give you a written "denial slip." The slip must tell you the reason for the denial and your right to **appeal** the denial. You can get help with an appeal by contacting indianalegalhelp.org. If you don't appeal, the denial is final.

Tenant Tip

When appealing a Trustee's refusal, you only have 15 days from the date of the refusal to file. To appeal:

- Get a written copy of the decision stating the reasons for the denial.
- Fill out the appeal request on the back of the denial.
- Make a copy of the denial slip and the appeal request for yourself, and give the original to the Board of County Commissioners of your county. Some counties have an office set up to receive these appeals. Check your denial slip carefully to see where you should take your appeal.
- You can generally mail your appeal or take it to the office or Board in person.
- A hearing will be scheduled within 10 days of the Commissioners receiving the appeal request.


What If You Still Can't Make Your Utility Payment

If you do not pay your bill, the utility company can disconnect your utility service. If you are facing a disconnect, contact your utility company and request a **credit extension agreement** or a **financial hardship provision** before your utility is shut off.

A utility does not have to give you a **financial hardship provision** or **credit extension agreement** if you have had one of these agreements in the past twelve (12) months and broke the agreement.

Medical Hardship Provision

If you get a disconnect notice and someone in your home needs the utility for health and safety reasons, request a medical hardship provision. A medical hardship provision stops your utility from being shut off for ten days.



In order to get a medical hardship provision, you must have a statement from a doctor or public health official saying that a shut-off would harm the health and safety of someone in your home. You will be required to send the utility company a copy of that statement.

When the ten days are up, you can request a second medical hardship provision if you are still unable to pay. **You will have to give the utility company another statement from your doctor or public health official in order to get the second medical hardship provision.**

Disconnect Notices

If you get a disconnect notice, contact local agencies and charities for help. Call 211 or use findhelp.org to find an organization near you. Because assistance is often limited, you should seek help as soon as possible. Plan carefully to stretch your funds. For instance, you might want your utility bill to be paid but can only receive food assistance. If you accept the food assistance, you can use the money you have budgeted for food towards your utility bill.

Your Rights When Facing a Utility Disconnection

Before the utility company can shut off your utility service, they must give you a written notice by mail or in-person delivery, including:

- The date your utility will be disconnected.
- The reason for the disconnection.
- A phone number to call regarding the disconnection.
- A phone number to call for more information on customer's rights.

Each utility has rules regarding the advance notice you must receive:

- Gas and electric must give you written notice 14 days in advance of the shut-off.
- Water companies must give you seven (7) days' written notice in advance of the shut-off.

Your utility service can only be shut off between 8:00 a.m. and 3:00 p.m. on days the utility office is open. If the utility office is closed the following day (such as a weekend or holiday), shut-offs cannot happen after 12:00 pm (noon).

Be sure to regularly check the mailing and email addresses the utility has on file for you so you do not inadvertently miss a notification.

Tenant Tip

Between December 1 and March 15, there is a "Moratorium Period" when gas and electric companies cannot shut off service to customers who are eligible for the Indiana Low Income Home Energy Assistance Program (LIHEAP) and have applied for or are receiving help from the program.

Utility Company Complaints

If you have a complaint about a deposit you are required to pay, a bill you received, or a disconnect notice you received, take the following steps:

- **Act fast.** Do not wait until the bill is overdue.
- **Do not just call** the utility company on the phone. Complain in writing or in person, if possible.
- **Keep a copy** of all letters and write down notes from all conversations you have with the utility regarding your problem. Be sure to write down:
 1. The name of the utility company.
 2. The name of the employee you spoke with, as well as the date and time of the conversation.
 3. What the employee told you during the call.
- **Keep paying all undisputed bills** to avoid shut-off.

Tenant Tip

Each utility company should have a complaint procedure. You should try to resolve any issues directly with the utility company first, and then if you need additional help, contact the Indiana Utility Regulatory Commission (IURC). The IURC takes complaints about issues such as deposits, billing, termination of service, customer rights, and utility responsibilities.

Call the IURC Consumer Affairs line at 1-800-851-4268 or visit www.in.gov/iurc/2331 for more information.





Maintaining Positive Relationships

Remember that your landlord, property manager, maintenance crew, and neighbors are all people and that people can be challenging at times! Being a tenant can lead to unique issues, and how you address those issues can be as important as the issue you are trying to solve.

Get to Know Them

Get to know your landlord, property manager, maintenance crew, and neighbors. Take a moment to smile and say "Hi" whenever you see them. Learn a little about their family, interests, and job. Consistently thanking them for their time and attention, as well as recognizing their efforts, will make them much more likely to respond to your requests and concerns. A little time getting to know them will save you a lot of time and trouble if and when conflict arises.

Understand Roles, Responsibilities, and Rights

Knowing your and your landlord's roles, responsibilities, and rights is critical to keeping your home. If an issue arises, identify who is responsible for addressing the issue and how they might be able to help. Also know the processes, like how to complete a maintenance request, to address the issue. This helps solve issues in a timely manner and avoid conflicts.

For example, if a neighbor is being noisy, your role might be to speak with the neighbor directly. If that does not work, speak to the property manager or landlord. If there is still an issue, call the police.

Communicating a Problem

Communicating an issue clearly, with facts, and in a calm manner will help solve the issue. Always try to:

- Be clear about what you want or need, and why.
- Keep your request short, sweet, and to the point. Give details and facts, but avoid rambling or repeating yourself.
- Keep emotions to a minimum.
- Be willing to see both sides of the issue.
- Negotiate in good faith.
- Look for win-win solutions that benefit you and the person who can fix your problem. A great example of a win-win solution could be stating that fixing your sink's leak drain quickly would avoid costly and complicated future repairs for your landlord.

Tenant Tip

Staff and property ownership can change. Make sure you know if your rental home has been sold or changed management companies.

Repair Issues

Warrant of Habitability

A **warrant of habitability** is a promise that the landlord and tenant will keep a rental home in a livable condition. Most leases have an "implied warranty of habitability," meaning that the landlord must keep a rental home habitable - even if it is not stated in the lease.

"Hhabitable" means a safe and clean place to live, in compliance with all health, fire, and housing codes that apply to the rental premises. It can also include such things as locks on doors, weatherproofing, and maintaining the structural safety of the building.

Indiana's Warrant of Habitability Law

Indiana's warranty of habitability statute requires both the landlord and the tenant to keep the rental home in livable condition. Both landlords and tenants have certain obligations, or responsibilities, to keep rental property in good condition. To learn more about the law, download this [brochure](#).

Landlord Responsibilities

Under Indiana law, your landlord must:

- Give the rental premises to the tenant as stated in the lease and in a safe, clean, and habitable condition.
- Comply with all health and housing codes that apply to the rental premises.
- Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.
- Maintain the following items in good and safe working condition if they were provided when the rental agreement was entered into:
 - Ventilation and air conditioning systems
 - Heating systems able to provide enough heat at all times
 - Waste and sewage systems
 - Plumbing systems providing a reasonable supply of hot and cold running water at all times
 - Electrical systems
 - Any appliances that were provided in order to get the tenant to agree to rent the property
 - Elevators (if applicable)



Tenant Tip

Be aware that Indiana's Warrant of Habitability statute applies to your lease agreement even if it is not specifically stated in the agreement or if the lease says that it does not apply.



Tenant Responsibilities

Under Indiana's **warranty of habitability** statute, **tenants** have certain duties as well. Tenants must **comply** with all health and housing code obligations and primary tenant responsibilities such as:

1. Keep the rental **premises** fairly clean.
2. Not **damage**, destroy, or remove any part of the rental premises.
3. Ensure that smoke detectors remain functional, are not disabled, and batteries are replaced.
4. Follow all reasonable rules and regulations of the landlord.
5. Return the rental home back to the landlord in a clean condition upon moving out.
6. Not abuse or misuse the rental property, including elevators, electrical, plumbing, waste and sewage, heating, ventilation or air conditioning systems, or landlord-supplied appliances or facilities.

If a Repair is Your Responsibility

Many leases have the tenant's duties written into the agreement. If you don't live up to duties that are the tenant's responsibility, you have breached (violated) the agreement. If you don't fix the problem after your landlord has told you of the problem and given you time to fix it, your landlord can sue you in court for **damages**, attorney fees, and all other appropriate relief.

If a Repair is Your Landlord's Responsibility

If there is an issue or a needed repair to report, follow these steps:

1. Notify the landlord as soon as possible about the needed repair.
2. Give your landlord notice that a repair is needed.
 - Put the notice in writing.
 - Date the notice.
 - Have the landlord sign the notice.
 - Keep a copy of the notice for yourself.
3. Give your landlord a reasonable amount of time to fix the problem.
4. Provide access to your home so repairs can be completed.

If your landlord still doesn't fix the problem or refuses to fix it, you can sue your landlord in court. If you win, the court can order your landlord to fix the problem, order your landlord to pay you **damages**, and if you have an attorney, order your landlord to pay your attorney fees. Be aware, if you decide to sue, you will want to ensure that you are in compliance with the lease. Otherwise, you risk the landlord countersuing you for **eviction**.

Tenant Tip

If a repair is needed, always check your lease agreement to see who is responsible for making the repair.

If Landlord Repairs Are Not Made

Do **NOT** stop paying rent if your landlord does not make a repair. If you stop paying rent and continue to live in the rental home, your landlord can sue to evict you for nonpayment of rent and you may end up not only losing your place to live but having a judgment entered against you.

If a court enters a judgment against you, then you will owe money to the landlord that must be paid. A past **eviction** on your record and a judgment entered against you will make it much harder for you to rent in the future.

There *may* be very limited circumstances where you can withhold rent. However, you should get legal advice first, or you may not have a defense to the landlord's eviction for nonpayment of rent.

Tenant Right to Privacy

As a renter, you have the right to the peaceful possession of the rental **premises** and **landlords must give tenants reasonable written or oral notice before entering the dwelling unit.**

Reason & Notice

Your lease agreement likely says when your landlord may come into your home. Usually, lease agreements say that your landlord may come in to do emergency repairs, routine or needed maintenance, and inspections. They can even show your home to prospective tenants without you being present, as long as you have given permission for entry.

Unless your landlord needs to come into your home because of an emergency, **your landlord should let you know in advance if they need to access your unit.** Some leases say that the landlord will give you 24-hour notice. Even if your lease does not say how much notice your landlord will give you, your landlord's visits to your apartment should be at reasonable times and your landlord should give you a reasonable amount of notice before entering your home.

What You Can Do

If your landlord frequently comes into your home without notice, you should tell your landlord, in writing, that you are entitled to advance notice. If your landlord continues to visit your home without notice, an unreasonable number of times, or at unreasonable hours, keep a written record of these occasions and speak with a lawyer regarding your rights.





Renewing Your Lease

Landlords do not have to renew your lease or even remind you that your lease is up for renewal. If you would like to stay in your home, speak with your landlord to see if they are willing to renew your lease and if the rent or any of the terms of the lease will change.

Also, regularly check your current lease to see if there is a deadline to let your landlord know that you want to renew your lease. If you miss this notification deadline, your landlord could re-let your unit.

Moving Out

It's time for you to move from your rental home and you are not facing an **eviction**. Before you return the keys to your landlord, check the terms of your lease agreement and take steps to make sure you receive as much of your **security deposit** back as possible.

When Should I Give the Landlord Notice I Will Be Moving?

If you have a written lease, read the lease to see how much notice you must give the landlord of your plans to move. Also look for terms that explain what you must do before you move. Keep in mind, even if your lease is scheduled to end on a particular date, your lease may still require you to give your landlord a certain amount of notice.

- If your lease agreement says you must give advance written notice to your landlord, you must do so within the time period stated in your lease. For example, some lease agreements say that you must give the landlord notice that you are planning to move sixty (60) days before the lease ends.
- If you have a month-to-month tenancy or week-to-week tenancy, give your landlord notice equal to your rental period.

If you don't give your landlord proper notice:

- Your lease could be automatically renewed if your lease says it will do so without proper notice.
- Your landlord could sue you in court.
- You could lose your security deposit.

Tenant Tip

If you have a month-to-month lease and would like to move on April 30, give your landlord written notice no later than April 1. This is thirty days before your next rental period starts - May 1. If you don't give notice, the landlord may claim you owe rent for additional time.

What If My Lease Hasn't Ended Yet, But I'd Like to Move?

If you want to move before your lease expires, DO NOT just move out and hope your landlord gets a new tenant. Moving before your lease ends can cost you money and may result in not getting a good reference from your landlord when you look for your next place.

Give Notice

You can help the situation a lot by providing as much notice as possible and writing a sincere letter to your landlord explaining why you need to leave early. Ideally, when you give notice, it would be nice to offer your landlord a qualified replacement tenant, with good credit and excellent references, to sign a new lease with your landlord.

Try to Change the Lease Agreement

If you would like to move out before the end of your lease, first check your lease to see if it contains a statement allowing you to end the lease early. If you do not have the option to end the lease early, you should call your landlord to see if your landlord is willing to agree to a mutual termination.

A **mutual termination or rescission** is an agreement in which you and your landlord both agree to:

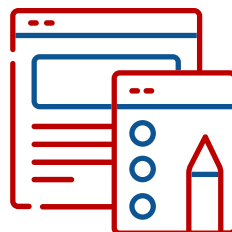
- End the lease agreement on a certain date,
- Move out of the rental home by that date, and
- Not sue or try to enforce any rights or duties under the lease agreement beyond the stated end date.

Mutual rescission agreements often contain statements saying that the landlord will return any amount of your **security deposit**, minus the cost of:

- Fixing **damage** done to the home beyond normal wear and tear.
- Any unpaid rent.
- Reimbursement to your landlord to pay for any unpaid utility or sewage charges you were supposed to pay but didn't.

Get Someone Else To Take Over Your Lease

Some leases do not allow someone else to take over your lease, or "sublease" or "sublet," your rental. Remember, even if you find someone to **sublease** your unit, you will be responsible for the rent if that person fails to pay unless your landlord agrees in a written document that you will not be responsible for the rent.





What to Do to Get Your Security Deposit Back

After you provide your landlord with notice of your intent to move, prepare to make sure that most, if not all, of your **security deposit** is returned to you. Before you return your keys to your landlord, take the following steps to reduce **damages** or fees your landlord might claim.

Make Sure to Leave the Apartment in Good Condition

When leaving a unit, it is a good idea to:

- Review your lease to see if it requires you to do any specific things before leaving the unit. Some leases have requirements like plugging nail holes or repainting walls back to original colors.
- Review your move-in check list, if you completed one, to identify any potential damage to the unit.
- Remove all trash from the unit.
- Remove all of your belonging from the unit. Landlords usually deduct the cost of removing things you left behind - even small items like silverware - from your security deposit.
- Thoroughly clean the unit and leave it as clean or cleaner than it was when you moved into it.
- Make any needed repairs you are able to make.
- Have witnesses inspect the unit with you before you leave in case the landlord says something is damaged that you did not damage.

Take Photos

Take pictures of the rental unit **AFTER** you have removed all of your belongings and thoroughly cleaned the unit, but **BEFORE** you return your keys to the landlord. Keep these photos, and the photos you took when you moved in, to confirm the condition of the unit when you took possession and vacated the unit. Show these pictures to your landlord, and make sure you agree on any damages.

Walk Through the Unit With Your Landlord

Ask your landlord to walk through the home with you and see if you agree on the move-out condition of the unit, including any **damages**.

Get Any Agreed Upon Damages in Writing

If you and your landlord agree on **damages**, list the agreed-upon **damages** in writing. Make sure the list is signed and dated by both you and your landlord. Keep the document to ensure the landlord does not charge you for **damages** that you did not agree upon.

Return Items to Your Landlord

Make sure you return your keys, mailbox key, access cards, or parking passes to your landlord. Some landlords deduct the cost of replacing these items from your security deposit



Give Your Landlord Your Forwarding Address

As soon as you move, give your landlord a forwarding address.

- Mail the landlord a letter with your forwarding address and send it certified mail so that the landlord must sign for it and you have proof that the landlord received the letter.
- Make sure you put the current date on the letter, and keep a copy of the letter for your records
- The address does not have to be where you are moving, it only needs to be somewhere you can get a letter from the landlord.

Deposit Returns

Under Indiana law, your landlord can retain your security deposit only after giving you proper notice and only for certain reasons. Even if your lease says that the security deposit law does not apply to the rental, it DOES. **Neither you nor your landlord can waive this law.**

The landlord must send you a letter within 45 days of when your lease ends and you move out, unless your lease says the landlord must send it in less than 45 days. **The 45 days does not begin until you give the landlord a forwarding address in writing.** The letter must either return your deposit or give you an itemized list of any deductions claimed. If the deductions claimed are lower than the amount of your deposit, a partial payment may be returned. The landlord's failure to provide the notice is an agreement that no damages are due, however, a landlord may still collect for unpaid rent.

Legal Recourse

If you gave your landlord a forwarding address in writing after you moved and have not received your security deposit or a list of damages within 45 days, you can file a lawsuit against your landlord at the small claims court where the property is located. You can sue the landlord for the full amount of your security deposit, as well as attorney fees.

Tenant Tip

Under Indiana law, there are limited conditions under which a landlord may keep some or all of your **security deposit**.

1. You owe rent or rent due as a result of early lease termination.
2. You have damaged the property beyond normal wear and tear.
3. You have not paid the utility or sewage charges that you were required to pay according to the lease.
4. You have a written agreement with the landlord that your deposit will be used for the last month's rent.



Eviction: When You're Asked to Leave

An **eviction** is when your landlord forces you to move out of your home. The most common grounds for eviction is a **breach of the lease**, or a violation of the lease agreement. A **breach** happens when you do something, or do not do something, that the lease requires you to do. Other common breaches are **waste**, which is basically **damage** to the rental home, and disturbing your neighbors.

If You Are Facing an Eviction

Do not panic if the landlord says you must leave your home by a certain date. Landlords **can evict** you before your lease is up only if you have broken your lease. However, you do not have to leave until there is an order from the court saying you must leave. Landlords **can't evict** tenants without an order and landlords cannot change the locks, cut off the utilities, or do other things to try to get you leave.

If you are facing eviction, talk to your landlord to see if they will agree that you can stay in the unit. If you make an agreement with the landlord to stay, make sure you get it in writing.

Tenant Tip


In Indiana, a landlord generally cannot evict you without first getting an order from the court. An exception to the rule is if you've abandoned your home. A home is considered abandoned if you have not paid rent, offered to pay it, AND it appears that you are not living there. A landlord can't just say it looks like you're not there. Property is not considered abandoned unless a reasonable person would believe that the tenant has given up the unit.

Places To Help If You Fall Behind in Rent

If you are unable to pay your rent, or have broken your lease because of rent nonpayment, try to work out an agreement with your landlord to pay what you owe. You can either pay the rent in installments or when you have the money. If you come to an agreement with the landlord, make sure you get it in writing.

Local Agencies and Resources

If you cannot come up with the rent on your own or by asking friends and family for help, consider reaching out to local social service agencies or congregations for assistance. Dial 211, a free and



confidential referral service, or call local or county agencies to find programs or agencies assisting those in need. Make those calls as soon as you realize it is likely you will not be able to pay your rent because some of the programs are on a first-come, first-served basis or require an application process.

You can also apply for subsidized housing if you are not already in subsidized housing. For more information on finding subsidized housing, see page XX of this Handbook.

The Township Trustee

Another option is to contact your Township Trustee. In Indiana, Township Trustees are elected officials whose duties include helping low-income persons in their township with basic necessities such as rent, utility bills, medicine, food, clothing, burial expenses, and school supplies.

Evictions and Subsidized Housing

If the public housing authority attempts to evict you, you can ask for an informal hearing. You should also contact a private attorney or your local legal services agency for help. Your housing will continue through the informal hearing process, but it is important that you **follow any deadlines stated in any notices** you receive.

If a private landlord attempts to evict you and your rent is subsidized, contact a private attorney or your local legal services for help. Try to avoid an eviction because it can make it harder to get subsidized housing or to find a private landlord willing to rent to you in the future.

If you are using a Section 8 Housing Choice Voucher and the landlord files to evict you, you are also at risk of having your Section 8 Voucher terminated by the issuing agency. You may be facing a small claims court process of eviction at the same time you are notified that your voucher is being terminated. If your voucher is being terminated, you have the right to appeal that decision and participate in the issuing agency's administrative grievance process. **It's important to get legal help when you're facing this situation.**

Tenant Tip

Common reasons for termination of a person's subsidy include but are not limited to, lying on an application or recertification agreement, failure to report required changes in income or people in the household, allowing people to live with you who the public housing authority isn't aware of and haven't approved to move in with you, and a member of the household having engaged in drug-related activity on or near the rental property.



If Your Landlord Locks You Out

If your landlord locks you out of your rental home, takes your things, or shuts off your utilities, file for an **emergency possessory order**.

Emergency Possessory Orders

The best way to get a possessory order is to go to your local small claims court or talk with an attorney who can help you. To get an emergency possessory order, you must file a sworn written statement with the court promising everything in the statement is true. You need to tell the court exactly what your landlord has done, or threatened to do, and state the specific, immediate, and serious loss or damage that you will suffer if the landlord's actions are not stopped.

When you ask for an emergency possessory order, the court must set an emergency hearing within three business days. If granted, the emergency possessory order will require your landlord to let you back in your home, turn on your utilities, or give your things back to you.

Your landlord can also obtain an emergency order that tells you to either move from your home or stop damaging the rental home. To get an emergency order, the landlord will need to prove that you have committed, or threatened to commit, waste (damage) to your home and that because of your actions, the landlord will suffer immediate and serious injury, loss, or damage.

A landlord should NOT be able to claim an emergency just for failure to pay rent. Waste is not the same as failure to pay.

You must receive notice of the date, time, and place of the hearing on your landlord's request for an emergency order. If you do not receive notice of the hearing, you can ask the court to set aside the emergency order and give you a new hearing. If this happens to you, you should contact a private attorney or your local legal services office. If you are unable to get an attorney, you can file a motion with the court yourself.

Tenant Tip

Even if the landlord has a court order that allows the removal of your property, you should be able to get certain things, known as "exempt" items, returned to you immediately without paying any money. These include:

- Medically necessary items
- Items used in your trade or business
- A week's supply of clothing for all household members
- Blankets
- Items necessary for the care and schooling of minor children

An Alternative to the Eviction Process

Fast-Track Facilitation

Whether you are a tenant renting your home and having trouble paying rent, or you are a landlord with a tenant who's struggling to keep up with rent, a Fast-Track Facilitation, or Landlord and Tenant Settlement Conference, might be able to help you agree on a plan together. The program is free, and all communications are confidential and can be completed over the phone or online. You can participate even if you already have an eviction case filed in court. Learn how to request a facilitation, what happens during the settlement conference, and what to expect from the process, by visiting the [Indiana Judicial Branch](#) website.

The Eviction Process

The following is an overview of the eviction process:

1. The landlord tells the tenant s/he wants the tenant to move out. However, the tenant does not move out by the date the landlord says the tenant must leave.
2. The landlord files a case in court against the tenant.
3. The tenant receives notice of the lawsuit by mail or by the Sheriff. The notice of claim will include a hearing date.
4. First hearing to decide who has the right to possession of the unit.
5. If the tenant is in violation, or **breach**, of the lease contract (for example, behind in rent), the landlord will have the right to possession of the property, unless the tenant has a good legal defense. The court will then order that the tenant be out by a certain date, usually within a few days of the court hearing. If this happens, understand that you do not have much time to move.
6. Tenant defenses might include:
 - The landlord did not give the correct notice of termination.
 - The landlord continued to accept rent from you.
 - There is a long history of late payments and the landlord did not give you a warning that late payments will no longer be accepted.
7. Second hearing for the court to decide the issue of damages. This includes whether or not the tenant owes the landlord any rent. If the tenant has a claim, the tenant can file a counterclaim against the landlord or try to defend against the landlord's claims.



THE

Help for an Eviction Hearing

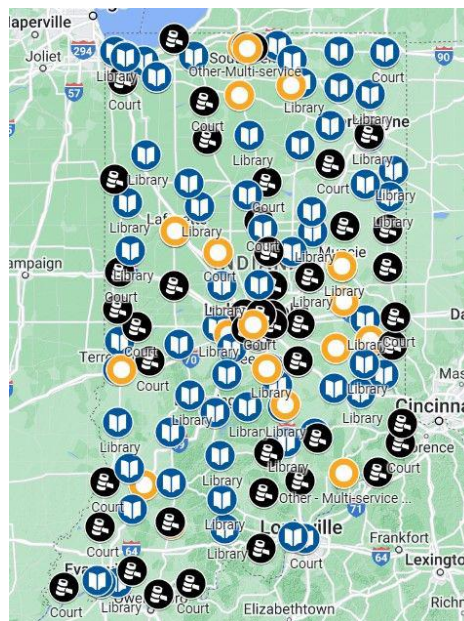
The following are very helpful resources to help you prepare for an eviction hearing.

Indiana Legal Help

If you receive notice of a lawsuit, you may need legal help. Only lawyers may give legal advice but Indiana Legal Help is a great resource to get help with your case, download forms, and find no-cost or low-cost legal aid. You can visit [IndianaLegalHelp.org](https://www.IndianaLegalHelp.org) to ask legal questions, learn more about legal issues, and find an attorney to help.

Indiana Legal Help Kiosks

There are 150 Indiana Legal Help kiosks across our state. The kiosks, originally meant to focus on housing issues such as eviction, will soon include access to Indiana Legal Help resources on topics including child custody, workplace discrimination, divorce, and expungement. Click the map below to access an interactive online map to find a kiosk near you.



Indiana Legal Services

Indiana Legal Services (ILS) is a nonprofit law firm that provides free civil legal assistance to eligible low-income residents throughout the state of Indiana. If eligible, apply for free legal services at [ILS](https://www.ilsindy.org).

Tenant Tip

Before you go to court, gather evidence to show that you didn't violate the rental agreement, or that if you did violate the rental agreement, you were justified in doing so. Evidence might include payment receipts, pictures, emails, or records of communication.



The Eviction Hearing

Attending the Eviction Hearing

If your landlord filed an eviction case, pay close attention to the information you receive from your landlord and the court. Even though it can be inconvenient, it is very important that you attend any and all eviction hearings. If you fail to show up for court when ordered, the court may issue a default judgement, allowing the landlord to proceed with the eviction. It is very difficult to stop an eviction once the court has issued a default judgment.

Possible Tenant Defenses

While Indiana law recognizes certain tenant defenses, winning an eviction case can be an uphill struggle. You must show up for the hearing and it is recommended to have legal representation for the hearing. Even if you feel you have a justifiable defense, eviction depends on what your lease says and the specific facts of your case.

Possible defenses include:

- **Defective notice** - your lease required a specific advance notice to terminate the lease and the landlord did not provide it.
- **Acceptance of rent** - landlord continued to accept rent from you.
- **No lease violation** or **breach of contract** - you did everything required by your lease.
- **The violation was cured** or was not a significant violation - you did something in violation of your lease but corrected the problem.
- **Retaliation** - **eviction** was filed by the landlord in retaliation for tenant complaints to the Health Department, violations of the Fair Housing Act, etc.

Tenant Tip

When you go to court for the eviction hearing, take any evidence and witnesses with you to prove your case. For example, if your landlord is saying you cut a hole in the living room wall and you have pictures and a move-in inspection sheet showing that the hole was in the wall when you moved in, bring the photos and inspection sheet with you to court. Or, if the landlord says you owe back rent, take your rent payment receipts to the hearing to show you are current on your rent.

The Hearing Process

At your first hearing, the judge will explain the pre-eviction diversion program. Then, both you and your landlord will have an opportunity to tell the court your side of the case.

Your landlord, as the plaintiff, will have the opportunity to present their case first. Then, you will have the opportunity to question the landlord and any witnesses who may testify.

After your landlord has had a chance to present a case, you will have a chance to present your case and any evidence or witnesses you may have. Your landlord will then have the chance to ask you and your witnesses questions.

The court may also ask you, your landlord, and any witnesses questions in order to clarify information or better understand the problem. After the court has heard from all parties, the court will either make a decision or take the case under advisement, meaning the court will review the case and send you a decision in the mail.

The Decision

If the judge finds in your landlord's favor and you are evicted, be sure to pack your things and move out of the rental home before the deadline stated in the court order. If you're not out by the time stated in the court order, the Sheriff's office will often ensure that you leave.

If you need help moving, and your friends and family cannot help, try contacting local charities for help. If you are not able to move everything with you, take with you any items that are important or have special meaning to you. If you have not yet found a new place to live, you might ask friends, neighbors, and family members to store items for you until you find your own place.

Tenant Tip

If you store things at a friend's, relative's, or neighbor's house, it's a good idea to take photos or make a written list of what you stored. Be sure to keep a copy of the photos or list for your records in case something happens to your stored items.



Notice For Lease Termination

A lease requiring a specific notice before the landlord can terminate, is valuable protection for the tenant. It means your landlord must tell you in advance if they intend to end the lease agreement. How much notice you are entitled to depends on what the lease provides, the type of tenancy you have, and the conduct of the parties. For instance, if you have a month-to-month lease, the landlord may only be required to give you a 30-day notice.

There may be situations where a tenant has no right to advance notice for terminating a lease. For example, Indiana has a law stating a landlord should give a tenant a 10-day notice to quit in cases where rent has not been paid, giving the tenant a 10-day period to catch up. However, the law also says that a 10-day notice to quit is NOT required if there is an express agreement to pay rent in advance and the tenant neglects or refuses to pay rent. The lease requiring a notice, is the tenant's best protection.

Courts often state that many tenant claims should be considered at the damages stage of eviction, rather than the first hearing on possession. However, tenants should have the right to present evidence on defenses at the first hearing, if defenses directly relate to the right of possession of the property. The landlord is still required to prove that there is a lease violation or other basis to evict the tenant.

Tenant Tip

Unlike some states, Indiana does not have a clear state law that lets tenants withhold rent. This can make **habitability** claims harder to raise as a defense to eviction unless the **tenant** has no lease violations. It may be possible to show the landlord violated the obligation to maintain or repair the property or that the property was worth less than these issues. The habitability law requires that tenants give landlords notice of any violations and a reasonable time to cure or fix the problem.

Mobile Home Eviction

If you rent a mobile home from the owner of the mobile home, be sure you know what the mobile home park rules say about owners renting their own mobile homes. Many parks require you to fill out an application and be approved as a tenant before you can rent from an owner. Some may also require you to sign a lease with the park. If you pay the owner of the mobile home both the mobile home and the lot rent, you could find yourself facing eviction if the owner doesn't pay the lot rent to the park.





Eviction Filing Sealing

If an eviction case is dismissed, overturned, or vacated on appeal, and there is no money judgment in the case against the tenant, the tenant can petition the court to seal the eviction record. Some courts will seal an eviction automatically if the case is dismissed. If an eviction case is pending and no action has been taken for at least 180 days, the court should send a ten-day notice to the landlord to take action or dismiss the case. A tenant may ask the court to send such notice if the landlord or the court take no action in 180 days after the last action taken by the landlord. A tenant may then ask the court dismiss the case if the landlord does not take any action ten days after the notice.

Retaliation

By Indiana law, a landlord may not retaliate against a tenant for engaging in protected activities such as

1. Complaining to a landlord in writing of the landlord's violation of Indiana Code 32-31-5-6 or 32-31-8-5
2. Bringing an action against the landlord under IC 32-31-6 or IC 32-31-8,
3. Organizing or becoming a member of a tenant's union, or
4. Testifying in a court hearing or administrative hearing against the tenant.

Restricted retaliatory acts include:

1. Increasing the tenant's rent
2. Decreasing, terminating or interfering with service provided to the rental premises
3. Bringing or threatening to bring an action for possession of the rental premises
4. Threatening or bringing an action for eviction or otherwise terminate the rental agreement before the expiration of the term of the rental agreement. The landlord may still decline to renew a lease agreement, increase rent to the comparable market rate, or decrease services if services are decreased or terminated on an equal basis for all tenants.

Tools to Keep It:

Resources for Assistance (Appendix F)
Move-In/Move-Out Checklist (Appendix D)
Eviction Sealing Process and Form (Appendix G)



Glossary

This glossary offers guidance for specialized legal terms that are important to recognize and understand if you see them in your lease or other rental or utility documents. Words in bold in the text of this handbook means that the word is also defined in the glossary.

Acceleration Clause

An acceleration clause in a lease usually means that if you fail to do something required by the lease, the entire amount of the rent due under the lease becomes due at once. For example, you have a year lease and you are required to pay \$500 in rent per month. If you fail to pay rent for a particular month, an acceleration clause would make that month's rent plus however many months remain in your lease due at once. If you are only a month into a one-year lease, that means you could owe 11 months times your monthly rent, in this case, it would be $11 \times \$500$ or \$5,500.

Appeal

When a person disagrees with a decision, the person can ask that a higher authority review the decision. An appeal hearing is the review of a decision made by an agency or judge by a board, agency, or court that has the power to decide whether to back the original decision or side with the person appealing the original decision.

Breach of Lease

A breach of lease, sometimes called a violation of a lease, happens when you do something the lease says you may not do, or when you fail to do something the lease says you are required to do.

For example, if your lease says you may not have any pets, and you bring a dog to the rental home, you've breached the lease. Another example of breaching the lease is when you fail to pay rent on time or within any grace period stated in the lease. Excessive noise is another common example of behavior that could be considered breaching the lease. Depending on the type of breach that happened, a landlord may seek to evict you for breaching the lease.

Common Areas

The areas outside your rental home that are used by other tenants and other visitors to the property. Examples include an apartment complex's sidewalks, laundry room, and hallways.

Comply

To do what a rule, law, or regulation tells you to do.

Credit Extension Agreement (or Financial Hardship Provision)

An agreement that allows a person to pay an owed utility bill over a period of time instead of paid in full by the date stated on the bill.

Damage

Harm or injury done to something, especially property. [*Note: this is different than "damages" below.*]



Damages

An amount of money to pay for the injury or harm a person has caused another person to suffer. Example, the cost of repairs to a rental home a landlord claims he has to pay because a tenant broke things in the home. In eviction cases, damages include unpaid rent.

Default

To fail to do something you are required to do by agreement or law.

Disability

A mental or physical impairment that greatly limits at least one of the person's major life activities (for example, walking). Under the Fair Housing Act, it also includes a person whom other people consider as having a disability or who have a record of having a mental or physical impairment. [Note the Federal Fair Housing law specifically says that it does not include someone who is currently illegally using or addicted to a controlled substance.]

Dwelling

A house, apartment, building, or other structure that is lived in or is made to be lived in by one or more people.

Emergency Possessory Order

An order that is issued quickly and is done in a shorter period of time than it would take to get a regular order. An emergency order is issued when there is a situation that is or threatens to become harmful and must be dealt with right away to prevent further harm.

Eviction

When a landlord forces a tenant to move out. In Indiana, landlords are required to take a tenant to court for an eviction. Under Indiana law, it is unlawful for a landlord to disconnect your utilities, change your locks, or remove your belongings in order to make you move.

Executed

To do what is needed to make something valid. For example, "executing a lease." is signing a lease.

Exempt

When a law, rule, or regulation is exempt, this means it does not apply to a certain person, group, or thing.

Familial Status

The Fair Housing Act defines familial status as one or more people under the age of 18 who live with a parent, someone having legal custody of them, or someone designated by a parent or legal custodian. It also includes a pregnant woman and someone in the process of getting legal custody of a child under the age of 18. For example, a grandparent living with a grandchild, who has written permission from the grandchild's parents, would fall under this definition.



Good Cause

Good cause is generally considered serious or repeated violations of the terms of the lease. Many subsidized programs, such as public housing or tax credit properties, require good cause to terminate or not renew a lease.

Gross Income

The total amount of income you receive before any money is taken out for federal, local, or state taxes, insurance, child support, etc.

Habitability

Housing that is safe and livable.

HEPA

HEPA stands for High Efficiency Particulate Air. HEPA vacuums clean the carpet and the air as you vacuum. HEPA vacuums contain a filter to suck up the tiny pieces of dust and mold that are pushed into the air during vacuuming and filter the air. HEPA vacuums are often recommended for people with asthma, allergies, and people who are living in a home that has lead paint.

Hold Harmless

The tenant agreeing to hold the landlord harmless agrees not to sue or hold the landlord responsible for any loss, injuries, or damage to the tenant caused by a certain event or events.

Joint and Several Liability

A lease agreement that contains joint and several liability means that each person who signs the lease is liable for the lease as if that person were the only person who signed the lease.

Example: you and your roommate both sign a lease agreement to rent an apartment and agree to each pay \$500 a month in rent. Joint and several liability in your lease means that if your roommate does not pay their share of the rent, you would be required to pay the entire \$1,000 rent.

Liable

Responsible to pay for something. For example, a tenant who has signed a lease agreement is liable to the landlord for rent.

Mobile Home

Also called a manufactured home. A vehicle that is built to be used on public streets, made to be used as a dwelling for at least one person, is actually used as a dwelling, and does not have a foundation except for jacks, wheels, skirting, or temporary supports.

Mutual Rescission

When tenant and landlord both agree to end the lease agreement. Also called mutual termination.



National Origin

Also referred to as nationality or ethnicity, national origin refers to the nation a person or the person's family is from.

Net Income

The income you have after certain deductions are made. For example, taxes.

Oral Lease

A verbal agreement to rent a dwelling. An oral lease is an agreement made only by spoken words and not put into writing.

Premises

Usually, premises means the rental property

Project-based Section 8

Federal assistance program that pays a subsidy to a particular unit. With project-based Section 8, an apartment complex receives assistance for a certain number of apartments and the apartment complex is to rent those units to income-eligible people. The people who rent the unit must also be eligible under the federal rules and part of their rent is paid by the federal government. The assistance stays with the unit. When the person moves from the unit, the person cannot take the assistance with them. The assistance is then made available to another income-eligible person who moves into the unit.

Security Deposit

A security deposit is an amount of money a landlord or utility company requires you to pay before or shortly after moving in or having a utility connected. The security deposit is the landlord or utility company's way of minimizing loss should you damage the rental property or fail to make a required payment.

Sublet or Sublease

A sublease is when a tenant enters into an agreement with another person to lease the rental home for which the tenant has a lease with the landlord.

Example: after you've signed a lease agreement with your landlord, you realize that you need to move, so you sublet to a person to move in and pay the rent on the place from which you are moving.

Temporary Assistance for Needy Families (TANF)

TANF, formerly known as AFDC (Assistance for Families with Dependent Children), provides assistance to eligible families that have children under the age of 18 who do not have the needed financial support because they have a parent who is either deceased, unemployed, not in the home, or suffers from a mental or physical disability. In Indiana, the Indiana Family and Social Services Administration runs the TANF program. A person can apply for TANF by going to their local Division of Family Resources.



Tenant

A person who lives in a rental dwelling. Also known as a renter.

Tenant-Based Section 8 Housing Choice Voucher

Federal assistance program that pays some or all of the tenant's rent for a rental home they find. People who qualify for assistance under federal rules can receive a Section 8 Housing Choice Voucher they can use to rent a dwelling. The dwelling must be approved by the local housing authority that issued the voucher. When the tenant moves, the tenant can take the voucher with them and use it at another dwelling.

Township Trustee

A township trustee is an elected official in Indiana who, among other duties, is responsible for providing poor relief to qualifying people who live in the township.

Waiver

When a person has agreed not to pursue a right they may have because of an agreement he or she signed, or because of past actions.

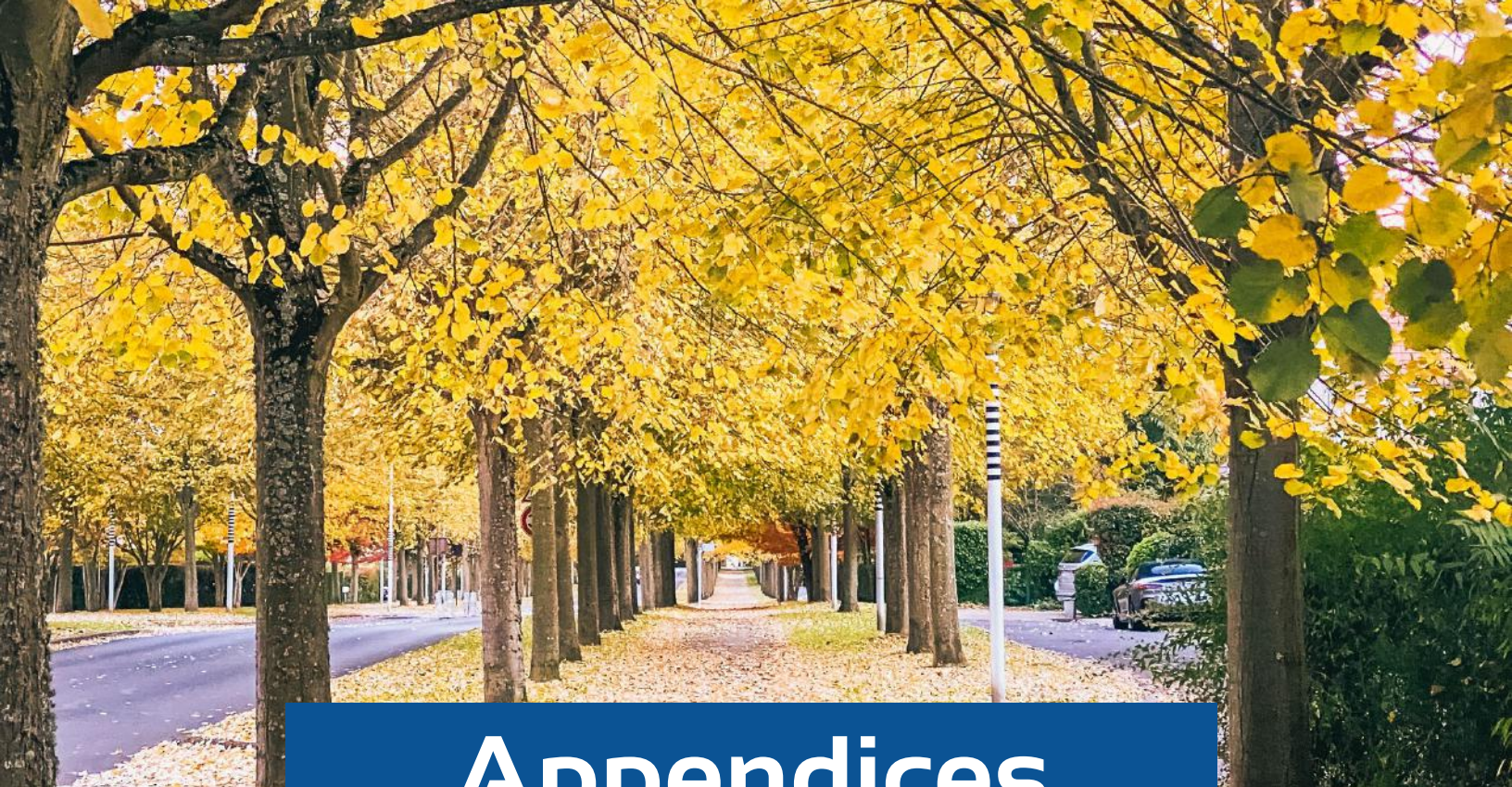
Waste

Damage to a property done by either intentionally damaging the property or by failing to do routine or necessary repairs to the property is called waste. A tenant can also commit waste by making improvements to the property without the permission of the landlord.

Warranty of Habitability

A warranty is a promise and habitability means livable. A warranty of habitability is a legal term that refers to the promise to provide a rental home that is clean, safe, and livable. In Indiana, both the tenant and the landlord have responsibilities under a warranty of habitability to keep the rental home in safe and livable condition.

The warranty of habitability is also implied by the lease agreement, which means requirements under Indiana's warranty of habitability law apply, even if they are not specifically stated in the lease.



Appendices

- 46 - Appendix A - Budgeting Worksheet
- 49 - Appendix B - Rental Unit Needs Checklist
- 50 - Appendix C - Rental Home Search Checklist
- 52 - Appendix D - Move-in/Move-out Checklist
- 55 - Appendix E - Lease Review Checklist
- 56 - Appendix F - Fair Housing and Housing Discrimination
- 64 - Appendix G - Lead Paint
- 66 - Appendix I - Eviction Sealing
- 68 - Appendix H - Domestic Violence and Sexual Assault
- 69 - Appendix J - Resources

If you have any questions regarding your rights, your lease, reporting an issue, or any other tenant issue please visit indianalegalhelp.org for legal advice on how to proceed.

Legal Disclaimer: This document is written for informational purposes only and should not be relied upon as legal advice. In each case, specific legal advice should be obtained which will be responsive to the circumstances of the individual requiring it. Laws change, so please be sure your information is current.

Budgeting Worksheet

MONTHLY

Income

Take Home Pay (wages)

Child Support

SNAP/TANF/Other

Other Income Sources

A. Total Monthly Income

Expenses

Utilities

Phone

Water

Electric

Gas

Trash

Cable/Streaming

Internet

B. Total Monthly Utility Costs

Transportation

Car Insurance

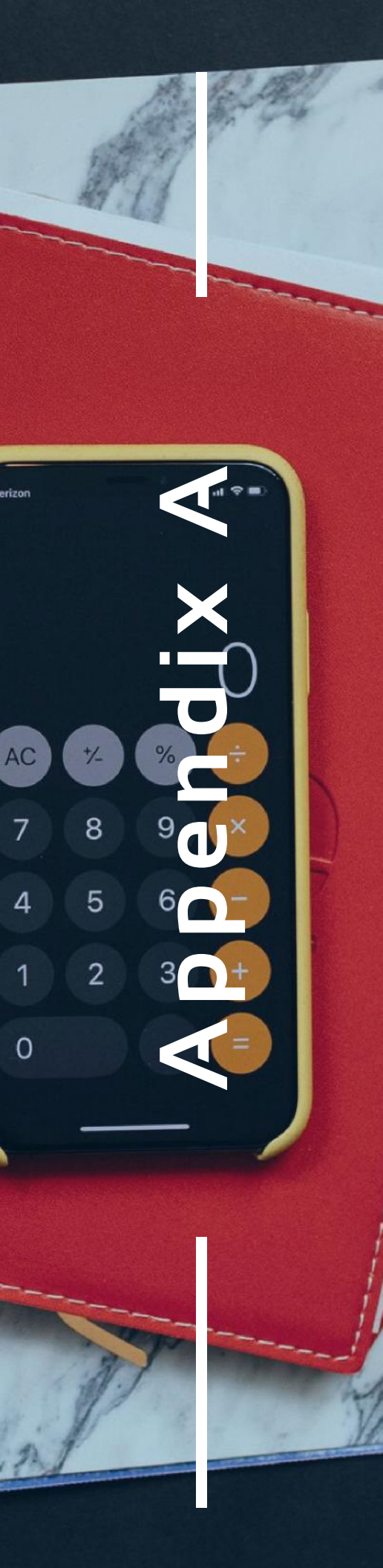
Gas

Maintenance

Bus

C. Total Monthly Transportation Costs

continued on the next page



Expenses

Household Items

Groceries	
Laundry	
Shampoo/Soap/Toothpaste/etc.	
Cleaning Supplies	
D. Total Monthly Household Costs	

Other Costs

Child Support	
School Lunch and Supplies	
Haircuts	
Clothes	
Entertainment	
Health care and Health Insurance	
Child Care Costs	
Renter's insurance	
Credit Card Payments	
Other Expenses	
E. Total Monthly Other Costs	

Add it all up (subtract the numbers in B.-E. from A.)


A. Total Monthly Income	
- B. Total Monthly Utility Costs	
- C. Total Monthly Transportation Costs	
- D. Total Monthly Household Costs	
- E. Total Monthly Other Costs	
Total Available per Month for Rent:	

Budgeting in a Crisis

There may be times when your budget doesn't work out perfectly. don't let unexpected expenses get you down or cause you to abandon your budget. In the event of an emergency or crisis, follow these rules:

- Always pay for family necessities first
- Next pay your housing-related bills (rent, late fees, lot rent)
- Pay the minimum required to keep essential utility service
- Pay car loans or leases and car insurance next to ensure reliable transportation for work
- If applicable, you must pay child support debts (these will not go away and can result in serious legal issues if not paid)
- Income tax debts are also a high priority
- Loans without collateral are a low priority, as are loans with household goods as collateral
- Do not move a debt up in priority because the creditor threatens a lawsuit
- Do not pay when you have a good legal defense to repayment
- Court judgments against you move up in priority, but often less than you think
- Student loans are medium priority debts
- Threats to ruin your credit record should never move up a debt's priority
- Co-signed debts should be treated like your other debts
- Refinancing is rarely the answer, but talk to an impartial third party when considering this option to review if it would be beneficial to you.





Appendix B

At the beginning of your search, after you identify what you can afford, the next step is to identify what you need in a home. Use this list as a starting point.

[illegible]

Rental Home Search Checklist

When you start touring potential units, use this checklist to ensure that you choose the best unit for your family!

Rental Address:

Feature	Notes
Are there sufficient safety features (smoke detectors, fire extinguishers, carbon monoxide detectors) in both the unit as well as common areas and hallways of multi unit buildings.	
Are the locks sturdy? They should not be loose, wobbly, or otherwise look unsecure.	
Do the doors open and close easily and fit well within the doorframe? This should be especially true for exterior facing doors and all exterior doors should have deadbolts.	
Check faucets, toilets, and pipes under the kitchen cabinets for potential leaks in plumbing.	
How is the water pressure and water temperature? Turn on the faucets and see how long it takes to get warm.	
Is there a water heater in the apartment, or is the water heater shared among several apartments?	
Is the water heater and furnace free of rust? Look for rocks, stones, or other debris on the outside of the appliance, these items can indicate a leak.	
Turn off and on all lighting inside the apartment to check for electrical shortages	
Check the outlets in the apartment to make sure that they all work properly and there are no electrical problems.	
Do all of the appliances in the unit work properly? Are any damaged?	



Appendix C

Feature	Notes
If there is not a washer or dryer in the unit, ask to see the common laundry area. Make sure the common area and access to the area is well-maintained and well-lit and that access is limited to residents only.	
Is there any evidence of insects or rodents? Look on the floor as well as inside cabinets, drawers, and closets.	
Check for drafts by running your hand along the window frame.	
Look up at the ceiling for any water damage. This may indicate a leak. Also look for discoloration, as this could be a sign of mold.	
Is there any peeling paint or wallpaper? Do any of the walls show signs of cracking or repairs?	
Other Notes:	

Appendix D

Move-In/Move-Out Checklist

Use this downloadable form to walk through your rental unit with your landlord on move-in day to verify the condition of the unit at the time of move-in. You and your landlord should go through each room and note on the inspection sheet things that need to be repaired and the date by which the landlord agrees to repair it.

Be sure to make note of the location of:

- Any dirt, stains, marks, damage, or tears in the apartment and any storage areas (including the appliances supplied by the landlord).
- Any holes in the wall (regardless of how small).
- Anything that is missing (for example, window screens, doorknobs, handles).
- Anything that should be in the apartment - but isn't there.
- Anything that is currently in the apartment - but shouldn't be.

As you walk through the unit with the landlord, take photos of everything on your move-in inspection sheet (including the inside of the refrigerator/freezer and oven), so you have a good record of what the unit looked like when you moved in and walked the unit with the landlord. Make sure you have the date of the photos and save them somewhere (computer file, thumb drive, or printed) so that even if you lose your phone, you can still access them.

Make sure you keep a copy of the inspection sheet for your records. If your landlord does not have a copier nearby, offer to take the original and have a copy made for your landlord. Or, take a photo of the move-in sheet with your phone and send it to the landlord, keeping the original with the move-in photos.

Move-In/Move-Out Inspection Form

TENANT MOVE-IN AND MOVE-OUT PROPERTY CHECKLIST

Before you move-in and upon moving-out, be sure to carefully complete this check-list.

Tenant Name(s):

Address & Apt. No.:	City:	State:	Zip:

Move-In Date	Inspection Date:	Time:	By:

Move-Out Date	Inspection Date:	Time:	By:

Unless otherwise noted, the premises are in clean, good working order and undamaged. Use key below.

Key & Abbreviations:

NC: Needs Cleaning
NP: Needs Painting
NR: Needs Repair
SC: Scratched

NSC: Needs Spot Cleaning
NSP: Needs Spot Painting
RP: Needs Replacing
Other: _____

LIVING ROOM	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Shades			
Closet			
Elec Fix.			
Light bulbs			

KITCHEN	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Curtain			
Cabinets			
Drawers			
Sink			
Counters			
Fan/Light			
Elec Fix.			
Light bulbs			

REFRIGERATOR	Move-In	Move-Out	Cost
Inside/parts			
Outside			
Light			

STOVE/OVEN	Move-In	Move-Out	Cost
Outside			
Burners			
Vent			
Timer/Controls			
Surface			
Light			
Racks			
Drip pan			

DISHWASHER	Move-In	Move-Out	Cost
Inside/parts			
Outside			
Controls			

BATHROOM #1	Move-In	Move-Out	Cost
Floor			
Walls/Tile			
Ceiling			
Doors			
Cabinets			
Drawers			
Sink			
Shelves			
Mirror			
Tub/Shower			
Caulking			
Counter			
Fan			
Bowl/seat			
Towel rack			
Window			
Elec Fix.			
Light bulbs			

BATHROOM #2	Move-In	Move-Out	Cost
Floor			
Walls/Tile			
Ceiling			
Doors			
Cabinets			
Drawers			
Sink			
Shelves			
Mirror			
Tub/Shower			
Caulking			
Counter			
Fan			
Bowl/seat			
Towel rack			
Window			
Elec Fix.			
Light bulbs			

BEDROOM #1	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Closet			
Shades/Blinds			
Elec Fix.			
Light bulbs			

BEDROOM #2	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Closet			
Shades/Blinds			
Elec Fix.			
Light bulbs			

BEDROOM #3	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Closet			
Shades/Blinds			
Elec Fix.			
Light bulbs			

ENTRANCE/HALL	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Closet			
Shades/Blinds			
Elec Fix.			
Light bulbs			

DINING ROOM	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Doors			
Windows			
Screens			

FRONT PORCH	Move-In	Move-Out	Cost
Elec Fix.			
Light bulbs			

BACK PORCH	Move-In	Move-Out	Cost
Elec Fix.			
Light bulbs			

GARAGE	Move-In	Move-Out	Cost
Floor			
Walls			
Ceiling			
Elec Fix.			
Light bulbs			

MECHANICAL	Move-In	Move-Out	Cost
Water Heater			
Smoke Det.			
Thermostat			
Furnace			
A/C			

# OF KEYS	Move-In	Move-Out	Cost
Front Door			
Mailbox			
other: _____			

Comments: _____

<u>Move-In</u>		<u>Move-Out</u>
Date: _____	Signature: _____ / _____	Date: _____
Date: _____	Signature: _____ / _____	Date: _____
Date: _____	Signature: _____ / _____	Date: _____

I/We (the tenant(s)) understand that unless otherwise noted, all discrepancies will be the tenant's responsibility and will be deducted from the security deposit at the time of move-out.

<u>Move-In</u>	<u>Move-Out</u>
Date: _____	Date: _____
Landlord/Agent Signature: _____	Landlord/Agent Signature: _____

Landlord and Tenant acknowledge that video and/or photos (digital or otherwise) have been taken of the premises. The original copies/files are in the possession of the Landlord / Tenant.

Tenant's Forwarding Address:

Lease Review Checklist

Before you agree to a rental, you must understand your lease agreement. The lease agreement should clearly state the rights, responsibilities, and obligations of both the tenant and landlord.

CAREFULLY REVIEW THESE SECTIONS OF YOUR LEASE

	Term Limit: How long is this lease for?
	Rent Payments: Amount and Due Dates
	Late Fees and Grace Periods
	Security Deposit: Amount and Process for Returning
	Utilities: Who is responsible for each utility
	Description of the property
	Subleasing Terms
	Pet Clauses
	Parking Regulations
	Maintenance and Repair Procedures
	Insect and Rodent Extermination Procedures
	Acceleration Clause
	Regulations for the Landlord to enter the premises
	Renter's Insurance
	Guest Regulations
	Common Space Regulations
	Additional Clauses

Fair Housing and Housing Discrimination

Federal and state fair housing laws help assure equal housing opportunities by prohibiting specific forms of discrimination. Each of us are protected under fair housing laws in multiple ways in our own personal housing transactions.

Tenants are entitled by law to rent a place to live without consideration of their race, color, national origin, religion, sex, family status (families with children under the age of 18), or disability. See more explanation below under “Who Is Covered?”.

The following types of discrimination are prohibited under fair housing laws*:

- Refusal to rent or negotiate to rent.
- Denial that housing is available for inspection or to rent when it is actually available.
- Advertising or statements that a certain race, sex, religion, etc. will be given a preference or are discouraged from renting.
- Offering different terms, conditions, privileges, services or facilities due to race, sex, religion etc.
- Intimidation, threats, or coercion of anyone exercising their fair housing rights (or doing so on behalf of another).
- Refusal of reasonable changes to accommodate a disability.
- * Not a complete list.

What Type of Housing is Covered?

Both federal and Indiana Fair Housing Acts cover most housing, including subsidized and private housing. This includes most places intended as a residence (a place you intend to return to, such as houses, apartments, mobile home parks, nursing homes, group homes, etc.), but not temporary stays such as motels or jails.

A few narrow exceptions include some housing designed and operated for seniors, which may have limits on who can reside there (ages 55+ or 62+), but they still cannot discriminate on the basis of race, religion, sex, disability, etc. There are some other small exceptions, based on property ownership and other factors.

The fair housing protections are broad. If you think you have been discriminated against in housing due to race, sex, families with children, disability, etc., it's important to determine if there is protection. If you're told that a property is NOT covered under fair housing law, you may want to get legal advice. Exemptions from the law are narrow, and most properties are covered.

Who is Covered?

The federal Fair Housing Act prohibits discrimination on the basis of seven categories, known as “protected classes”: race, color, religion, sex, disability, familial status, and national origin.

Race, color, or national origin. Indiana law also provides protection for ancestry.

The law protects against housing discrimination on the basis of race, color, or national origin. National origin discrimination can arise when a landlord is willing to deal with people from certain countries, but not others (or if your ancestors are from a certain country). These can include discrimination against Hispanics or Latinos, Arabs, people from the Middle East, etc.

Religion

The law also protects against housing discrimination on the basis of religion (whether residents are Jewish, Christian, Muslim, Hindu, etc.).

Sex Discrimination

Fair housing law prohibits discrimination on the basis of sex. There was a recognized need to end housing practices based on sexual stereotypes—for example, refusing to rent to single mothers or working women, but renting to single men or working fathers. Sex-related claims may also involve discrimination due to sexual harassment or on the basis of pregnancy, domestic violence, for being transgender, gender identity or expression, and/or sexual orientation.

Harassment

Sexual harassment is a form of sex discrimination, and the claims are increasing. Sexual harassment in housing is recognized in two major areas: quid pro quo or hostile environment.

- Quid pro quo is a favor or advantage granted in exchange for something else. For example, if the landlord or others associated with the landlord make an unwelcome request or demand (e.g., asking for submission to a sexual act) in exchange for a housing benefit. It can be a single incident and still a claim if the tenant submits to it.
- Hostile environment is unwelcome conduct that is severe or pervasive enough to interfere with your housing. This may depend on all the circumstances. Factors to consider may include the type of conduct, the context in which it occurred, how severe, frequent or how long, the location, etc. Psychological or physical harm is not required.



Appendix F

Many people involved in housing may be liable for sexual harassment, including landlords, owners, property managers, maintenance workers, etc. An employer may be liable for the acts of an employee.

Please note that harassment does not need to be sexual in order to be covered under fair housing laws. Harassment is protected for all protected basis. For instance, if a neighbor was harassing someone due to their disability or race, that would also be covered under fair housing laws.

Sexual Orientation or Gender Identity

Sexual orientation and gender identity are not specific protected classes under the Fair Housing Act; however, federal guidance includes protection under the gender definition for those experiencing housing discrimination because they are transgender, or due to their gender identity, gender expression, or sexual orientation – or that of a family member or guest.

Domestic Violence

Survivors of domestic violence (DV) can face sex discrimination due to a history of abuse, acts of abusers, or a landlord's assumptions about them. Survivors should not be subjected to gender stereotypes. Examples of discrimination might include an owner who refuses to rent to women who have any history of DV because the landlord assumes they will reconcile. Or a landlord doesn't evict tenants if their unit is broken into, but the landlord does evict survivors if an abuser broke in or police were called or a unit is damaged.

Disability

It is a violation of fair housing laws to discriminate against people on the basis of their disability. "Disability" under fair housing laws refers to a person with physical or mental impairments that substantially limit one or more activities of daily living. You are also protected—even if you do NOT have a disability—if a housing provider perceives you as having a disability or you have a past record of having a disability. Fair housing laws also protect you if you live with or are associated with someone with a disability and are discriminated against as a result.

This is a very broad definition, but you must meet the definitions in all three areas:

1) physical or mental impairment, 2) that substantially limits, and 3) major life activities.



Appendix F

"Physical or mental impairments" may include alcoholism, emotional problems or mental illness, developmental or learning disabilities, autism, age-related frailty, limited ability to get around, epilepsy, multiple sclerosis, cancer, heart disease, diabetes, HIV, recovering addicts (except current, illegal use of or addiction to a controlled substance), etc. There's also protection if you take drugs legally (e.g., for medical reasons) or you are in a recovery program.

"Substantially limits" Whether or not an impairment substantially limits a major life activity may depend on the nature of the impairment, how severe it is, or how long you've had it. It is not always apparent to others that you have a substantial limitation. What is the effect of the condition on the person? If medication resolves the problem, it may no longer substantially limit you (although medicines can have substantial side effects).

"Major life activity" This is also quite broad and can include self-care, manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, etc.

The fair housing law makes an exception to disability protections in some cases where the tenancy would cause a direct threat to the health or safety of others or would result in substantial physical damage. However, whether or not someone poses a direct threat must NOT be based on old information or stereotypes about people with disabilities. The individual decision must be based on recent, objective, credible evidence (after reasonable efforts to accommodate).

Other Protections for People with Disabilities

People with disabilities also have protections under fair housing laws through reasonable modifications and reasonable accommodations.

Counties in Indiana With Additional Protected Classes

These jurisdictions emphasize enforcement of federal and state-protected classes as well as these additional classes.

Allen County

Fort Wayne City Limits

- Age
- Ancestry
- Gender Identity
- Sexual Orientation

- Ancestry
- Gender Identity
- Military/Veteran Status



Appendix F

Bartholomew County

Columbus City Limits

- Age
- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran Status

Lake County

- Age
- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran Status

These additional protections only apply to housing providers receiving Government subsidies

Gary City Limits

- Ancestry
- Creed
- Gender Identity
- Sexual Orientation

These last two classes (gender identity and sexual orientation) are protected per the Gary Human Relations Commission but are not codified in Gary law.

LaPorte County

Michigan City Limits

- Age
- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran Status

Marion County

Indianapolis (Indianapolis is consolidated with Marion County)

- Age
- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran Status



Appendix

Monroe County

Bloomington City Limits

- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran Status
- Housing Status

Porter County

Valparaiso City Limits

- Age
- Ancestry
- Gender Identity
- Sexual Orientation
- Military/Veteran

St. Joseph County

- Ancestry
- Creed

South Bend City Limits

- Ancestry
- Gender Identity
- Sexual Orientation

Tippecanoe County

Lafayette City Limits

- Age
- Gender Identity
- Sexual Orientation
- Military/Veteran Status

West Lafayette City Limits

- Age
- Ancestry
- Creed
- Gender and Gender Identity
- Sexual Orientation
- Military/Veteran Status
- Receipt of Public Assistance



The source of income protection was preempted by Indiana Code 26-1-3-8.5

Vanderburgh County

Evansville City Limits

- Age
- Ancestry
- Gender Identity
- Sexual Orientation

Modifications

A housing provider must allow a tenant to make reasonable modifications to a property if the modification is necessary to allow the person with a disability full enjoyment of the premises. These can be interior, exterior, or common areas, all at the tenant's expense. The landlord must pay for these modifications if the property is federally subsidized. A tenant should get the landlord's approval before making any modifications. A landlord can condition approval on getting a reasonable description of the work, getting a proper permit, and ensuring that the modification is done in a workmanlike manner. The landlord may also condition its permission to modify on the tenant agreeing to restore the premises.

Any restoration requirement only applies to the interior of a unit, not the exterior or common areas. It also only applies if it's reasonable to restore (for example, it would not be reasonable to require a tenant to make doorways narrow again). Modifications may include such things as ramps, grab bars, lower cabinets, widen doorways, etc.

Reasonable Accommodations

Under fair housing laws, a landlord must make reasonable accommodations in rules, policies, practices, or services, when the accommodation may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. An accommodation may be an exception to rules or policies that might otherwise apply.

First, the tenant or household member who has a disability must state what accommodation they need. If a disability is not apparent (or the accommodation does not appear to be clearly needed), the landlord may ask for additional information. The tenant should respond, but may not have to give detailed health information. Someone with a disability is in the best position to know what works for them.

If a landlord fails to respond to a request for accommodation, it could be a violation of fair housing laws.



A long delay in responding can also be a violation. An accommodation may not be required if it would impose an undue financial and administrative burden on a landlord or require a fundamental alteration of its program.

Examples of Reasonable Accommodations:

- A tenant with a disability needs an assigned parking place near their unit.
- A member of a tenant's household with a disability needs an assistance animal in "no pets" housing.
- A tenant may need a live-in aide or housekeeping help to maintain their apartment properly.
- A tenant might be at risk of losing housing due to lease violations that could be corrected with additional help. The tenant, or a disabled household member, may need medication or therapy to help control certain behaviors that otherwise might result in lease violations.

Additional Resources

Reasonable Accommodations

An important resource to understand "reasonable accommodations" is the HUD/DOJ Joint Statement on Reasonable Accommodations under the Fair Housing Act see <https://www.justice.gov/crt/us-department-housing-and-urban-development>.

Service Animals

To better understand the law around assistance animals, see the HUD Guidance on Service and Assistance Animals at https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF.

Tenant Screening

To better understand your rights if you are denied a rental based on a tenant screening report see this article from the Consumer Financial Protection Bureau: [Errors in your tenant screening report shouldn't keep you from finding a place to call home](#).

Lead Paint

Health Issues

Exposure to lead paint can lead to health problems. These dangers can affect almost anyone, but small children are at particularly high risk. Lead paint can cause problems with hearing, growth, reading, and learning. It can also cause other problems such as headaches or high blood pressure.

Regulations

In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act. The law requires landlords and sellers to give you any information they have about lead paint before selling or leasing the property to you.

Although the law applies to most private housing, public housing, federally owned housing, and housing receiving federal assistance built before January 1, 1978, it does *not* apply to:

- Property built after January 1, 1978
- Leases that are for 100 days or less with no chance of being renewed (includes vacation rentals, hotel/motel stays)
- Lease renewals (where disclosure was already made)
- Elderly housing (such as retirement communities, unless a child under 6 will live there)
- Housing for people with disabilities (unless a child under 6 will live there)
- Sale or lease of 0-bedroom construction (places where the bedroom is not separated from the living area such as efficiencies or renting one room in a home)
- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint

Under the law, your landlord must take several steps including:

- Give you a pamphlet titled: Protect Your Family from Lead in Your Home. Also available at epa.gov
- Tell you any known information about lead-based paint hazards on the property
- Give you any available lead-based paint records or reports
- Give you 10 days to conduct a lead paint inspection (unless you waive this right)
- Provide an attachment to the lease which includes a Lead Warning Statement and confirms that the landlord complied with the requirements

Appendix G

Complaints

If your landlord does not do these things, you can file a complaint with the EPA (Environmental Protection Agency) or HUD (Housing and Urban Development). You can call the National Lead Information Center at 1-800-424-LEAD (5323). The EPA and HUD can sue the landlord in civil or criminal cases. You could also contact a private attorney to see if you have a good case for money damages against the landlord. If you can prove the landlord knowingly failed to disclose any lead-based paint hazards, you may be able to get three times the amount of damages you have suffered. The landlord could also have to pay your attorney fees if you win the case.

How to Spot Lead-Based Paint

Generally, lead paint that is unbroken will not pose major health risks. However, if your property could contain lead paint, you should look for these warning signs.

- Peeling, chipping, or cracking paint
- Lead in soil (caused by flaking lead paints on the exterior)
- Lead paint on areas with a lot of wear and tear (for example; railings, window sills, door frames, fences, etc)
- Lead dust that results with lead paint is sanded down

Mitigation Steps

If your property contains lead paint or you suspect that it contains lead paint, you and your landlord can take several steps to limit your exposure:

- Cover lead paint with a lead-free paint
- Remove lead paint using a water-based paint remover (using safe practices)
- Repair any damaged painted surfaces (using safe practices)
- Clean up paint chips right away
- Clean painted surfaces regularly (wet cleaning)
- Use a special HEPA vacuum
- Plant grass to cover the soil
- Eat lots of iron and calcium (these help your body to block the absorption of lead)
- Wash hands frequently

More Resources

For more information on exposure to lead paint and the laws regarding lead paint:

IKE (Improving Kids' Environment) website: ikecoalition.org
U.S. HUD: hud.gov/offices/lead
U.S. EPA: epa.gov

Eviction Sealing

If an eviction case is dismissed, overturned, or vacated on appeal, and there is no money judgment in the case against the tenant, the tenant can petition the court to seal the eviction record. Some courts will seal an eviction automatically if the case is dismissed. If an eviction case is pending and no action has been taken for at least 180 days, the court should send a ten-day notice to the landlord to take action or dismiss the case. A tenant may ask the court to send such notice if the landlord or the court take no action in 180 days after the last action taken by the landlord. A tenant may then ask that the Court dismiss the case if the landlord does not take any action after ten days after the notice.

Qualifications

- This for is for renters/tenants.
- You must have at least one eviction on your record.
- There must not be an existing judgment that says the renter/tenant owes the landlord money in the eviction case.
- The eviction must be either:
 - Dismissed by the court
 - Decided in the favor of the tenant
 - Overturned by the court or vacated on appeal.
- You must have supporting documentation or evidence that shows the above information is true.

How to File Your Court Forms

1. Decide how you want to file
 - Paper file at the court
 - E-file using the online e-filing system
2. E-filing vs. Paper filing
 - E-Filing
 - No lines
 - Convenient and private
 - May get email or paper notices
 - Must make sure papers are served to person
 - Filing fee: Must have debit or credit card
 - Paper Filing
 - Help if needed
 - Have to go to the courthouse
 - May get email or paper notices
 - You can get help with serving papers
 - Filing fee: Can pay by credit, cash, or check

Appendix I

Before You File

Review Your Forms

- Make sure what they say is true
- Make sure they are signed
- If they need to be notarized, sign them in front of a notary

If You Decide to File in Person

Be Prepared

- Check your court's business hours and address - You may want to call the court directly
- Gather your completed forms, list of questions, and form of payment
- Take everything to the court and go to the clerk's office for filing

If You Decide to E-File

- Court documents in Indiana are filed into one filing system
- To get forms into that system, a person has to use an e-filing provider
- Once you choose an e-filing provider, review their user manuals and tutorials
-

Follow the instructions and upload your completed forms. Remember, forms must be scanned in or saved as .pdf documents.

How to E-File Without Paying a Filing Fee

Creating a "Waiver Account" for In Forma Pauperis status (e-filing) and filings where no filing fee is required.

It is good practice to set up a "waiver account" even for those times when there is no fee required for your filing. When you set up your firm e-filing provider account, you must add a payment account.

To ensure fees are not inadvertently assessed when you are submitting an e-filing that does not have an associated filing fee, it is recommended that you set up a waiver or "No Fee Required" account within your e-filing service provider account.

You must complete an online tutorial with the courts at:
www.in.gov/courts/tutorials/efile-creating-waiver-account/#/?_k=n6i5x5

More Help

For more help on eviction sealing and other forms, visit indianalegalhelp.org/info



Appendix H

Domestic Violence and Sexual Assault

Your landlord may have certain duties to you to help ensure your safety and ability to maintain your protection order. If you or someone in your household has been the victim of Domestic Violence, Sexual Violence, or Stalking; AND a civil Protection Order (PO) or criminal No Contact order (NCO) has been granted from a finding of such acts, then this law will apply to you.

Does this law allow me to stay in my house or apartment?

Your landlord may NOT terminate your lease or otherwise retaliate solely because of your status as a protected person. There may be other arguments for eviction, however, outside of the issues address

Resources

Local Government

Indiana Association of County Commissioners

- indianacountycommissioners.com
- 812-320-5583

County Clerk's Offices

- [Link to Directory of all 92 Indiana Counties](#)

Indiana Department of Local Government Finance

- in.gov/dlgf
- (888)-739-9826

Township Trustees Association

- indianatownshipassoc.org
- (317)-813-3240

Subsidized Housing and Housing Counseling

Indiana Housing Now

- indianahousingnow.com
- 211

Indiana Association of Area Agencies on Aging - (got to this website to identify the Agency contact information for your area)

- iaaaa.org
- 317-205-9201

Indiana Community Action Association - (go to this website to identify the CAP agency contact information in your area)

- incap.org
- 888-739-9826

Public Housing Authority Listings

- hud.gov/states/indiana/renting/haweb sites

City of Bloomington - Housing and Neighborhood Development (HAND)

- www.bloomington.in.gov/departments/hand
- 812-348-3401

Community Action Program INC of Western Indiana (CAP-WI)

- www.capwi.org
- 765-793-4881

Community Action Program of Evansville and Vanderburgh County INC

- www.capeevansville.org
- 812-425-4241



Appendix J

Subsidized Housing and Housing Counseling Continued

Hope of Evansville

- www.hopeofevansville.org
- 812-423-3169

City of Gary Department of Community Development

- www.ci.gary.in.us
- 219-881-5075

LaCasa of Goshen, INC

- www.lacasainc.net
- 574-533-4450

Transition Resources-Telamon

- www.transitionresources.org
- 812-549-+6671

Northwest Indiana Reinvestment Alliance

- www.nwireinvestmentalliance.org
- 219-750-1206

Indiana Housing and Community Development Authority

- www.in.gov/ihcda
- 317-232-7777

NID-HCA Marion County

- www.nidhousing.com
- 317-257-0357

Dubois Pike Warrick Economic Opportunity Committee, INC (TRI-CAP)

- www.tri-cap.net
- 812-482-2233

Advantage Housing, INC

- www.advantagehousing.org
- 765-860-1057

HomesteadCS

- www.homesteadcs.org
- 765-423-1284

The Affordable Housing Corporation of Marion Indiana

- www.ahcgrantcounty.com
- 765-662-1574

Greenpath Financial Wellness

- www.greenpath.com/housing
- 877-427-5663



Appendix J

Subsidized Housing and Housing Counseling Continued

Hoosier Uplands

- www.hoosieruplands.org
- 812-849-4447

Pathstone Corporation - Indiana

- www.pathstone.org
- 765-286-2162

Transition Resources - Pendleton

- www.transitionresources.org
- 765-221-1005

City of South Bend

- www.southbendin.gov
- 574-235-9475

Lincoln Hills Development Corporation

- www.lhdc.org
- 812-547-3435

Fair Housing

Fair Housing Center of Central Indiana

- www.fhcci.org
- 317-644-0673

Indiana Civil Rights Commission

- www.in.gov/icrc
- 800-628-2909

Indianapolis Office of Fair Housing and Equal Opportunity (FHEO)

- www.indy.gov/activity/office-of-equal-opportunity
- 317-957-7332

Legal Assistance

Indiana Legal Help

- www.indianalegalhelp.org

Indiana Bar Foundation

- www.inbarfoundation.org
- 317-269-2415

Indiana Legal Services

- www.indianalegalservices.org
- 844-243-8570



Appendix J

Utilities

Indiana utility Consumer Counselor

- www.in.gov/oucc
- 888-441-2494

Indiana Utility Regulatory Commission

- www.in.gov/iurc
- 800-851-0371

Indiana Energy Assistance Program

- www.in.gov/ihcda/homeowners-and-renters/low-income-home-energy-assistance-program-liheap/
- 800-872-0371

Indiana Family and Social Services Administration

- www.in.gov/fssa
- 800-457-8283

2-1-1

- www.in211.org
- 211

Lead Paint Abatement

EPA (U.S. Environmental Protection Agency)

- www.epa.gov/lead

National Lead Information Center

- www.epa.gov/lead/forms/lead-hotline-national-lead-information-center
- 800-424-LEAD (5323)

IKE (Improving Kids' Environment)

- www.ierecoalition.org
- 317-685-8800

U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes

- www.hud.gov/program_offices/healthy_homes
- 202-708-1112

Mobile Home Licensing

Indiana State Department of Health - Environmental Public Health Division

- www.in.gov/health/eph/mobile-home-community-inspection-and-licensing-program/
- 317-233-7811



Appendix J

Protection Against Domestic Violence and Sexual Assault

Indiana Coalition Against Domestic Violence

- www.icadvinc.org
- 800-332-7385
- Text LOVEIS to 225222

National Domestic Violence Hotline

- www.thehotline.org/
- 800-799-7233
- Text START to 88788

Women's Law.org

- List of Resources by topic in Indiana
- www.womenslaw.org/find-help/in

Be Well Indiana

- www.in.gov/bewellindiana/video-resources/domestic-violence-support/

Domestic Violence Network

- List of resources by subject and service area
- dvnconnect.org/resources/support-resources-central-indiana-service-providers/

Indiana Child Abuse Hotline

- 800-800-5556

National Sexual Assault Hotline

- 800-656-4673

Indiana Coalition to End Sexual Assault and Human Trafficking

- List of Service Providers by County
- icesaht.org
- 317-624-2370

Indiana University Sexual Assault Crisis Service (SACS)

- healthcenter.indiana.edu/counseling/sexual-assault/index.html
- 812-855-8900

ASSIST Indiana (Advocacy, Specialized Services, Interventions, & Support for Trauma victims)

- assistindiana.org/
- 317-739-4456

Indiana Criminal Justice Institute

- hopeandhelpin.org/victim-support/

RAINN Indianapolis

- www.rainn.org/
- 800-656-4673