

KNOW YOUR RIGHTS AS A TENANT IN INDIANA



Indiana law provides tenants with certain rights and protections to guarantee safe, livable housing. Knowing your rights as a tenant is vital to your safety! These protections can be found in Indiana Code Title 32, Article 31.

1 WARRANTY OF HABITABILITY

Your rental property must be in a livable condition. If your unit has unlivable conditions like a pest infestation, mold, or lacks working utilities, you can bring a claim against your landlord. The best legal advice is to still pay your rent despite these issues. If you have habitability issues, you must notify your landlord, give them a reasonable time to fix the issue, and then you can pursue legal action.

FOR RENT

2 MAINTENANCE

Your landlord has a duty to make repairs to your unit within a reasonable time. Your landlord must maintain the appliances they supply and the electrical, plumbing, sanitary, and heating systems. If you have issues with these systems, you must notify your landlord, give them a reasonable time to fix the issues, and then you can pursue legal action or contact your local health department.

3 PRIVACY

You have a right to access your residence without your landlord denying or interfering with your access to or possession of the residence. This is called quiet enjoyment. Your landlord cannot deny access by changing locks, removing appliances, or interfering with services like electricity, gas, or water. Your landlord may not lock you out of the premises for not paying rent. They must seek legal action to obtain an eviction.



4 SECURITY DEPOSIT

A security deposit is money that a tenant pays in addition to rent that is used to cover damages that exceed normal wear and tear in the residence. When you move out, you must provide your landlord, in writing, your forwarding address. Then, your landlord must return your security deposit to you in 45 days with an itemized list of deductions. If the 45 day requirement is not met, the tenant is entitled to recover all of the security deposit due to them.



5 DEDUCTIONS FROM SECURITY DEPOSIT

Your landlord can deduct from your security deposit any damages to their property outside normal wear and tear, unpaid rent, rent due for breaking the lease, last month's rent if previously agreed upon, unpaid utility charges that were the tenant's responsibility.

6 LEGAL ACTION

You have a right to sue your landlord when the premises is unlivable and does not comply with health and housing codes, if the landlord fails to maintain the appliances or systems. You also have a right to legal action when your landlord interferes with your right to access your unit or interferes with your quiet enjoyment of the unit. You also have a right to legal action if your landlord does not return your security deposit within the 45 day window.



7 TENANT RESPONSIBILITIES

As a tenant, you are required to (1) keep your home reasonably clean; (2) not deface or damage the home; (3) follow reasonable rules and regulations of the property; (4) deliver the home back to the landlord in clean and proper condition; (5) use the utility systems in a reasonable manner.

You are also required to pay your rent despite any violations on behalf of your landlord. You always have the option to seek legal action or contact your local health department if your landlord has violated any of your rights as a tenant.

