

# ***What Are Tenants' Rights and Responsibilities?***

## **Tenants Rights**

- The right to seek habitable housing without any kind of discrimination against them.  
Habitability includes:
  - Unit complies with building and health codes.
  - The residence must be clean.
  - All toilets, furnaces, and windows must be in working order.
  - Locks must be on every outside door.
  - Maintenance includes structural safety and weatherproofing.
  - Upkeep requires adequate heat and water (reasonable amount of hot water), appliances, and maintenance of sanitary, plumbing, and electrical systems.
- The right to request repairs for any damages that the premises have sustained.
  - If the landlord fails to do these repairs within notice, the tenant may pay for the damages themselves and deduct the cost from future rent payments.
  - The requested repairs must be items that when unmaintained fail to do the following: keep the unit safe, comply with health and housing codes, fix appliances, provide adequate heat or hot water, or otherwise create an uninhabitable premises.
  - The tenant should discuss this arrangement with the landlord and maintain written documentation of reports and expenses. This may also create the right for a tenant to terminate the lease agreement.
- The right to privacy in their rented unit.
  - Landlords must give notice before entering, typically 24 hours.
  - Exceptions to this notice would be emergencies such as fire, flood, or loss of heat.

## **Tenant Responsibilities**

Overall, the Indiana landlord-tenant laws require tenants to comply with the following housing regulations:

- Keep the property clean and in good repair, including at move out.
- **Pay rent on time.**
- Make small repairs to the property's appliances, such as the smoke detectors (ie battery upkeep) or the air conditioning system (ie change filters).
- Not disturb other tenants and neighbors.
- Use utilities (water, electric) in a reasonable manner and avoid damage to property.
- Comply with other additional clauses that the landlord may include in the lease.

## ***Indiana Landlord-Tenant Laws - General Clauses***

The clauses explained below are the basis of every rental agreement. If you want to promote a healthy landlord-tenant relationship, you must carefully read each of these clauses to avoid legal disputes.

## **Rent Payments**

According to the Indiana landlord-tenant laws, rent is payable at the beginning of each month unless the landlord states otherwise in the lease. Currently, there are no rent control policies in Indiana, meaning that a landlord may charge any amount they consider appropriate for rent.

Landlords have the right to raise rent prices as much as they want. State law requires them to give at least 30 days' notice to the tenants to comply with the Indiana landlord-tenant laws.

**Tenants must pay rent on time if they want to comply with the Indiana landlord-tenant laws. If the tenant decides to withhold rent, they may be exposed to disputes in a court of law. Tenants should pay rent every month, even when a landlord is not making requested repairs.**

### **Late Fees**

State laws don't explicitly say anything about late fees, meaning that landlords may choose to charge them to their tenant. The tenant has to pay these fees if their rent goes over the due date. If they decide not to pay them, the landlord may seek alternative action. Late fees should be charged as compensation for costs that the landlord has to pay due to the late payment.

### **Grace Periods**

Landlord-tenant laws in Indiana don't specify a grace period for late rent payments. In that sense, landlords can charge late fees as soon as the rent is late, however this is usually defined in the lease.

## **Security Deposit**

The security deposit is a financial tool that landlords can collect from their tenant to cover expenses after leaving the property. The security deposit cannot be used for normal wear and tear such as carpet cleaning or painting.

### **Security Deposit Limit**

There are no required minimum/maximum amounts for a security deposit, which is why it's assumed that landlords can charge as much as they want, as long as it's reasonable.

### **Security Deposit Withhold**

Every landlord must return the security deposit within 45 days of the tenant leaving the property or provide an itemized list of damages that the security deposit will be withheld for. Landlords can withhold a security deposit to cover unforeseen expenses.

However, tenants **MUST** provide a new address **in writing** to be able to claim the deposit refund or receive the itemized list. If the landlord fails to deliver the deposit/list within 45 days, the tenant could get legal advice from a local lawyer.

Generally, security deposits are used to cover the following:

- Damages that exceed normal wear and tear.
- Broken appliances, such as air conditioning systems, plumbing, or a smoke detector.
- Unpaid bills.

## Security Deposit Interest

Landlords don't have to pay interest on deposit.

## Lease Termination and Evictions

An Indiana **tenant** can choose to terminate the rental agreement. However, they're required by law to make the following amounts of notice:

- **Weekly Term** - 30 days' notice.
- **Monthly Term** - Three months' notice.
- **Quarterly Term** - Non-applicable.
- **Yearly Term** - Non-applicable.

Additionally, the tenant can send a notice for early termination to their landlord if one of the following conditions apply:

- Active military duty.
- Unacceptable living conditions.
- Domestic violence.
- Breach of the lease terms or local housing codes.
- Early termination clause.

On the other hand, landlords can evict their tenant from the rental unit for any of the following reasons:

- **Breach of the Lease or Housing Codes:** 10-day notice to cure or quit.
- **Nonpayment of Rent:** 10-day notice to pay or quit (unless lease says otherwise).
- **Criminal Activity:** The landlord can evict the tenant from the unit immediately.
- **Do not quit the property:** individuals who have stayed past the time allowed when eviction notice is delivered.

According to landlord-tenant laws in Indiana, landlords must give at-will tenants with a monthly lease a 30-day notice before they get evicted from the premises.

Landlords are not required to provide notice of termination when the lease expires and is not renewed or when the tenant becomes a "tenant at sufferance," meaning they have not left the premise once the lease had ended.

*Disclaimer: The information provided is not legal advice and is intended for informational purposes only. Please refrain from acting on any of the information above without first seeking legal or professional advice.*

Sources:

<https://www.doorloop.com/laws/indiana-landlord-tenant-rights#what-are-tenants-rights-and-responsibilities->

[https://www.in.gov/health/files/Tenants\\_Rights\\_doc.pdf](https://www.in.gov/health/files/Tenants_Rights_doc.pdf)