



**FREE DOWNLOAD ON**  
**HOUSING4HOOSIERS.ORG!**

# RENTING IN INDIANA

## A Handbook for Tenants and Landlords

*2nd Edition*



Indiana Legal Services, Inc.  
*Ensuring Equal Access to Justice*



# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS

## Acknowledgements

South Central Indiana Housing Opportunities is grateful to the **Indiana Supreme Court** for their generous support with a **2020 Court Reform Grant** to fund the production and distribution of the 2nd edition of this publication.

*Many thanks to **Marcy Wenzler, Esq.**, for her careful editing of the first edition, as well as additional legal research to update the second edition of this handbook in June 2020.*

Copyright July 2020

# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS

## 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.

Copyright July 2020

# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS



**Indiana Legal Services, Inc.**

*Ensuring Equal Access to Justice*

**Indiana Legal Services, Inc.**

Website: <https://www.indianalegalservices.org>

Tel. (800) 822-4774



Indiana Legal Services, Inc. (ILS) is a nonprofit law firm that provides free civil legal assistance to eligible low-income residents throughout the state of Indiana.



**South Central Indiana  
Housing Opportunities**

Website: <http://sciho.org>

Tel. (812) 335-2200

Email: [info@sciho.org](mailto:info@sciho.org)

South Central Indiana Housing Opportunities (SCIHO) is a 501 (c) 3 nonprofit dedicated to expanding housing options for low- and moderate-income households in Bloomington, Monroe County, and Brown, Greene, Lawrence, Morgan, and Owen Counties in South Central Indiana. Our vision is to build sustainable and inclusive communities that offer diverse housing options for people of all income levels, ages, and abilities.



**Housing4Hoosiers**

Website: <http://housing4hoosiers.org>

Tel. (812) 335-2200

Email: [info@housing4hoosiers.org](mailto:info@housing4hoosiers.org)

Housing4Hoosiers is a service of South Central Indiana Housing Opportunities offering a variety of resources to support renters, landlords, and property managers, including a website, videos, classes, and technical assistance.

# **RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS**

Copyright July 2020

# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS

## TABLE OF CONTENTS

i	Acknowledgements
ii	Disclaimer
iii	Indiana Legal Services, Inc.
iii	South Central Indiana Housing Opportunities
iii	Housing4Hoosiers
1	<b>Introduction</b>
2	<b>Find It</b>
2	<i>Before You Look for a Place to Rent</i>
16	<b>Rent It</b>
16	<i>Signing the Lease</i>
18	<i>Moving into Your New Home</i>
20	<b>Keep It</b>
20	<i>Utilities</i>
26	<i>Repairs, Warranty of Habitability, and Tenants' Right to Privacy</i>
29	<i>Moving Out</i>
33	<i>Eviction: When You're Asked to Leave</i>
42	<i>Mobile Homes</i>
43	<i>Subsidized Housing</i>
47	<b>Glossary</b>

# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS

## TABLE OF CONTENTS, CONT.

### 53    **Appendices**

A-1    *Appendix A:* Setting a Rent Budget

B-1    *Appendix B:* Rental Home Search Checklist

C-1    *Appendix C:* Move In/Move Out Checklist

D-1    *Appendix D:* Fair Housing and Housing Discrimination

E-1    *Appendix E:* Lead Paint

F-1    *Appendix F:* Indiana Rights for Tenants Who Are Victims of  
Domestic Violence, Sexual Violence, or Stalking

G-1    *Appendix G:* Resources

H-1    *Appendix H:* COVID-19 Resources

# RENTING IN INDIANA: A HANDBOOK FOR TENANTS AND LANDLORDS

## INTRODUCTION

*Renting in Indiana: A Handbook for Tenants and Landlords* is designed to help renters, property owners, and property managers in Indiana make renting a home a positive experience.

The content is organized in the three basic sections:

- **Find It** - How to start looking 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 **blue and bold** are explained in the glossary.

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

There are several things to think about if you decide to rent. This handbook is a general guide to help you with your search. It cannot replace the advice of an attorney and only provides general legal information. Laws change, so please be sure your information is current.

For legal advice on your specific problem or situation, please contact a private lawyer, your area's Indiana Legal Services office, or other legal aid to apply for help. For other information on finding legal help, see the Self-Service Legal Center with the Indiana Judicial Branch.

### 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.*

# FIND IT

Whether you are renting for the first time or the fifth, finding a new rental home can be exciting, take a lot of time, and can be overwhelming. This section will give you tips on what you should consider when looking for a new rental home or apartment.

## BEFORE YOU LOOK FOR A PLACE TO RENT

Before you look for a place to rent, you need to think about many things. For example, if you have pets, does the landlord allow pets? It's a good idea to come up with a list of things you would like your new place to have. Only you know what you really need in a place to live. The list below may help you make your own list.

### *Things to Consider*

1. Monthly rent
2. Security deposit
3. Condition of apartment/needed repairs
4. Utilities
5. Location
6. Size of the unit
7. Outlets/smoke detectors/windows/lighting/doors and locks/outside/parking
8. Plumbing
9. Appliances
10. Pets
11. Insects and rodents
12. Lease term
13. Roommates



# FIND IT

## Things to Consider

### 1. Monthly Rent

The first thing you should consider is how much rent you can afford. Be honest with yourself. It's best to know your limits before you sign a lease with rent you can't really afford. Nonpayment of rent is a cause for eviction and could result in a court judgment against you.

#### ***Tenant Tip***

A good way to make sure you budget for bills you get once or twice a year is to put aside a little money each month. For example, if you pay \$120 for renter's insurance each year, divide the total by twelve (for each month) and include \$10 in your monthly budget for renter's insurance.

To figure out how much you can afford to pay for rent:

Figure out your total income including all money you receive a month (for example: wages, child support, welfare assistance).

Next, write down all the things you pay for each month. Don't forget bills you get once or twice a year, like renters' insurance. .

*Want budget help?*  
***See Appendix A: Setting a Rent Budget***



# FIND IT

Then, make a list of your monthly expenses. Include what your family pays each month for:

- Groceries/eating out
- Medicine
- Household goods: laundry detergent, the cost of washing clothes at the laundromat, dish detergent, fabric softener, etc.
- Personal items: soap, shampoo, haircuts, etc.
- Transportation: Bus fare or costs for your car—such as gas, insurance, license plate and registration, maintenance and repairs, etc.
- Clothing
- Utilities: gas, electric, water, telephone, etc.
- School supplies and costs: books, paper, pens, school projects, or field trips.
- Entertainment costs: movies, toys, internet fees, cable television, etc.
- Insurance costs: health insurance, car insurance, or renter's insurance.

Finally, subtract your monthly expenses from your monthly income. If you don't know what your utilities will be for your new place, you should at least budget what you currently pay in utilities and change the amount once you know what the utilities will cost you.

Try not to visit rentals that cost more than what your budget will allow. For example, if your monthly income is \$1500 a month, you should try to look for a place to live that will cost around \$500, which would be about one-third of your income. If you spend one-half of your income on rent, you would be paying \$750 a month.

## *Subsidized Housing*

If your income qualifies, you might consider applying for subsidized housing. The government pays for part of a family's rent when they live in subsidized housing. You may apply for subsidized housing by contacting your local Public Housing Authority, or by contacting the subsidized housing complex where you would like to live.

*For more information, see **Subsidized Housing** on page 43.*

# FIND IT

## ***Tenant Tip***

A good rule is to use no more than one-third of your income on rent and utilities. However, if you are on a limited income (for example, Temporary Assistance for Needy Families ([TANF](#)), Social Security Disability Income (SSDI) or Supplemental Security Income (SSI), you may end up paying one-half or more of your income towards rent.

## ***2. Security Deposit***

Figure out how much of a security deposit you can afford to pay. A security deposit, often equal to one month's rent, is the money the tenant pays to the landlord to cover responsibilities of the lease. It is refundable after the tenant moves out. Landlords are permitted to deduct from security deposits for [damage](#) or excessive filth, but not for ordinary wear and tear.

Some landlords may also require that you pre-pay rent for the last month of the lease when you move in. A security deposit and the last month's rent are not the same. A tenant may not use the security deposit to pay the last month's rent.

<b>Example: Up-front Costs When Signing a Lease or at Move-In</b>	
Security Deposit	\$500
First month's rent	\$500
Last month's rent	\$500
<b>Total</b>	<b>\$1500</b>

*Looking for a simple way to take notes while you search?  
See **Appendix B: Rental Home Search Checklist**.*



# FIND IT

If you pay a security deposit, **make sure you get a receipt** from your landlord showing that you paid a security deposit, how much you paid, and how much security deposit you still owe, if any. This is especially important if you pay with cash.

The receipt should include the following information:

1. The amount paid
2. How much security deposit you still owe, if any
3. The date on which payment was received
4. The intended use of the payment (e.g., security deposit, last month's rent)
5. The name of the person receiving it
6. If an agent is involved, the name of the landlord for whom the rent is collected
7. The signature of the landlord or agent.

*For more about your security deposit and getting it back, see **Moving Out** on page 29.*

### *3. Condition of Apartment/Needed Repairs*

Before you rent, visit the rental and look around. Take your time while looking around the rental home. Remember, if you rent the place, it will be your home for some time.

Check that the lease gives you the option of moving out if the repairs aren't done by a specified date or done correctly. Also, see if your landlord is willing to agree to pay a penalty if they don't make the repairs by that date (for example, \$5 off your monthly rent for each day the problem goes without being repaired).

Depending on the seriousness of the needed repairs, you may want to give some thought as to whether the landlord and the rental home are a good fit for you. Keep in mind that if the unit needs repairs, that may be a sign that the landlord does not do a good job of maintaining the property.

If you and the landlord agree that you will make the repairs instead of paying rent, make sure this agreement is in writing, says what repairs you will make, and is signed and dated by the landlord.

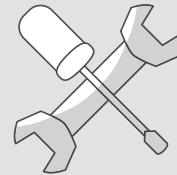
Are there things that need to be repaired? Ask the landlord to make the repairs before you move in.

# FIND IT

## ***Tenant Tip***

Make sure any needed repairs are listed in the lease, that the lease says who will be responsible for paying for the repairs, and by what date the landlord will make the repairs.

After you move in, always make any requests for repairs in writing, and get a written record of when the landlord will complete the repairs.



## ***4. Utilities***

It's a good idea to know which utilities you'll be responsible for paying and the average monthly utility bills for the place you plan on renting. Also, consider whether you may need to pay any deposits or old bills to have your utilities turned on.

## ***Tenant Tip***

When you go to see the rental home, you can ask the landlord to tell you what the previous tenant paid for utilities each month. It's also a good idea to contact the utility company and ask the amount of the average bill for that property.



*For more information on utilities and utility deposits, see **Utilities** on page 20.*

# FIND IT

## 5. Location, Neighbors and Landlord

When looking at a rental home, you should figure out whether it's a good location for you and your family. Things to consider are:

1. How will you get to work?
2. Where is the nearest bus stop?
3. Is it easy to walk or bike places from this location?
4. If you have a car, where is the parking? Is there a fee for a parking space?
5. Where is the nearest grocery store?
6. How safe is the neighborhood?
7. How are the schools?
8. How far is it from any meetings or services you or your family attend or need?
9. How close is it to your friends or family?
10. Especially if you have health problems, how close is the nearest hospital and ambulance service?
11. Does the landlord have a reputation for not making repairs, locking people out, or looking through tenant's things when they are not home?
12. What are the neighbors like?
13. Would you feel comfortable living there for the entire lease?
14. How far are you from the nearest fire department?

### ***Tenant Tip***

In Indiana, you can find out information about your landlord by visiting the county clerk's office or going to <http://www.mycase.IN.gov> and searching the court records to see how many times your landlord has been sued, especially by tenants.

For a property in the City of Bloomington, visit the Housing and Neighborhood Development (HAND) office at city hall and ask to look at complaint and violation files for a unit you may wish to rent.



# FIND IT

Also, do your research:

- Talk with current tenants and find out how they like the landlord. Typically, problem landlords have a reputation and asking around will help you figure out whether that landlord is right for you.
- Ask the current tenants how quickly the landlord makes repairs. The same goes for neighborhoods. By asking current tenants, people living in the neighborhood, and people living on the side of town where the rental home is located, you can usually get a pretty good idea of the type of neighborhood the rental home is in.
- If you're looking to rent an apartment, try to figure out which walls you share with another tenant. Also, try to visit apartments at a time when most people are home and listen for noise. Can you hear every word of the next-door neighbor's telephone conversation? If so, is that going to be a problem for you once you move in?

## *6. Size of the 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.

- Is your current home too large?
- Is it too small?
- Do you need more bedrooms?
- A larger living room or bathroom?

When looking at rentals, be sure to look at the actual home you'll be renting, not a model. Also, when you look at a rental home, try to think of how your things would fit in the rental home. Don't forget to look at the storage and closet space the rental home offers.

## *7. Outlets, Smoke Detectors, Windows, Lighting, Doors and Locks, Outside, Parking*



### **Outlets**

When you visit rental homes, look to see whether each room has enough electrical outlets for your needs. A starting point is your current home. How many of the outlets do you use in each of your rooms? To make sure each outlet works, bring a nightlight and try each outlet.

# FIND IT



## Smoke Detectors

Indiana law requires at least one working smoke detector outside of each sleeping area and close to the bedrooms. Are there enough smoke detectors in the rental home? Are the smoke detectors in the right spots?

When you visit rental homes, look to see whether each room has enough electrical outlets for your needs. A starting point is your current home. How many of the outlets do you use in each of your rooms? To make sure each outlet works, bring a nightlight and try each outlet.

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

Each level of the house must have a smoke detector. The smoke detectors must be battery operated or hard-wired into the electrical system. Landlords are responsible for installing smoke detectors. Tenants must also acknowledge in writing that there are working smoke detectors. It's unlawful to tamper with or remove a smoke detector.

### ***Tenant Tip***

Check the 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.



## Windows

Check the windows, ceiling, and the walls:

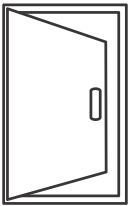
- Is there enough sunlight in the room?
- Do the living room, kitchen, den, bedrooms, dining room, and basement all have at least one working window?
- Are any of the windows broken or missing screens?
- Do the locks on the windows work properly?
- Are there any signs of mold or water **damage** around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

# FIND IT



## Lighting

Is there enough overhead lighting? Be sure to turn on light switches to overhead lights to make sure they work properly.



## Doors & Locks

Make sure the doors work properly. Look to see whether the doors are damaged in any way that might let in cold air from outside or make it easy for someone to break into your rental home. Check to make sure that the doors have working locks.

### ***Tenant Tip***

It's a good idea to have a deadbolt on the door. A deadbolt lock is one that has a bar that cannot be pushed in by hand, but it can only be turned by key or a knob on the inside of the rental home.

If the rental home does not have a deadbolt, you might speak with the landlord about having one installed either with the landlord paying for the cost or with you paying the cost. Be sure to get any agreement in writing. Your landlord will likely want a key to the new lock. For your own safety, always use the locks on doors that have them, even if you do not put in a deadbolt.



## Outside

Don't ignore the outside of the home. When looking at the rental home, try to get a feel for how safe it is.

- Is there enough sunlight or electric light around the home, outside hallways, outside staircases, or porch areas so that there are no dark areas where an intruder could hide?
- Is the outside area clean and free from garbage and standing water?
- Are the outside walls of the home cracked or rotting?
- Does the foundation have holes, appear to be cracked, or coming loose from the house?

# FIND IT



## Parking

Find out where you'll be allowed to park your vehicle. Be sure to ask if parking will cost more. If it does, make sure the cost is in writing and part of the lease.

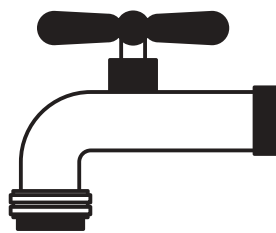
If you'll be living in an apartment complex, ask how many parking spaces each tenant is allowed and whether there is assigned parking. If you need a parking space near the entrance to the apartment building for medical reasons, ask whether the landlord would give you a parking space for your vehicle near the entrance and make sure the lease says the landlord will do so. If you have visitors with cars, ask the landlord where they are supposed to park.

## 8. Plumbing

Plumbing is an area that is sometimes overlooked when a person looks for a place to rent. Most people assume that everything will work properly—unfortunately, that is not always true.

Some ways to check the plumbing:

- Turn the faucets on and allow the water to run.
- Put a bit of toilet paper into the toilet and flush it.
- Open cabinets that house the pipes to make sure there is no water damage that might indicate a leak.
- Look at the bottom of the cabinetry in the kitchen and bathroom. Does it show signs of water damage?
- Does the tile around that area or around the tub appear to be peeling back? Do both the hot and cold faucets work?
- Does the hot water warm up quickly or does it appear not to warm up at all?
- If the kitchen has a garbage disposal, turn on the water and then flip the switch to see whether it works.



# FIND IT

## 9. Appliances

Turn the appliances on. Do all of the burners on the stove work? Does the oven work? Do the washer and dryer work? Does the dishwasher work? Ask whether the appliances you are testing are the ones you'll receive if you rent the home.

### ***Tenant Tip***

Find out what appliances will be included with the rental home and if you choose to rent it, make sure the lease includes a list of what appliances are being supplied. The landlord is responsible for maintaining appliances that are supplied as an inducement to rent.

## 10. Pets

Some landlords prohibit pets of any kind. Other landlords may allow pets, but have restrictions on the size or weight of the pet and the kind of pet you may have. Landlords who allow pets will typically request a pet deposit and may require you to pay a per month charge for having a pet. Regardless, make sure to ask up front about the landlord's rules on pets, even if you do not have one now.

Find out if there is a certain area you are supposed to use to let your dog outside (for example, a dog run or park) and if there are areas where your pet cannot go. Look around the area and see what kind of pets your neighbors have and how they are being treated. If you have a small dog and your neighbor has a pit bull that isn't on a leash, you may want to think carefully about renting in that area.

## 11. Insects & 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 the baseboards to see if there are any signs of bugs or mice. Are there any holes in the walls or around the baseboards that point to a mouse problem? Ask who will be responsible for extermination and the cost of extermination.

If the landlord will be responsible, ask how often the rental home will be exterminated and when was the last time it was exterminated. If there is a local Housing Code Enforcement office, check to see whether there are local laws dealing with extermination.



# FIND IT

## ***Tenant Tip***

- Make sure that the lease says the landlord is responsible for extermination.
- If you'll be responsible for extermination once the lease begins, ask whether the landlord would be willing to pay the costs of having it exterminated before you move in.
- If your landlord is willing to pay for the rental home to be exterminated, make sure that the lease says this.

## *12. Lease Term*



Typically, leases are for no longer than one year. Some leases are for a full year while others are on a month-to-month or weekly basis. Some landlords offer leases for periods shorter than a year, but longer than a month or week at a time.

If you have a month-to-month lease, you can move more easily than if you have a year's lease. You would only need to give the landlord notice equal to the rental period. That means that if you and the landlord agree the lease is for one month at a time, you must provide one month's notice that you are going to move out.

If you need a lease for nine months and the landlord appears to only offer a year lease, ask the landlord whether they would be willing to allow you to rent the property for only nine months. If the landlord is willing, make sure the lease says it's only for nine months. Ask for a copy of the lease so that you can read it before you sign it.

For more information on leases,  
see **Signing the Lease** on page 16.

# FIND IT

## 13. Roommates

If you plan on having a roommate, first consider whether living with that person is a good idea. Although there are advantages to having a roommate, problems can arise with a roommate including differences of opinion on housekeeping, visitors, noise, and bill payment.

### ***Tenant Tip***

If you choose to have a roommate, you should put in writing any agreements you have—such as how you will divide bills and rent—signed and dated by both you and your roommate.

Also, most leases say that if one roommate does not pay their portion of the rent, **the other tenant is responsible for paying the entire rent amount** - also called **joint and several liability**.

Another problem can occur if your roommate violates the lease, (also known as a **breach**). Unless the lease says otherwise, the landlord can evict both of you from the rental property even if you weren't the person who violated the lease. Depending on the terms of your lease, you could also have to pay the entire amount of the rent due on the lease. This kind of clause is called an **acceleration clause**. It 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!**



# RENT IT

## SIGNING THE LEASE

The lease is your agreement between you and your landlord concerning the rental property. Your lease, and Indiana law, determine your rights when you are renting from a private landlord. A lease can be either written or verbal. Whether you feel comfortable with a written lease or an **oral lease** is your decision to make.

### WRITTEN LEASE

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

A written lease makes it easier to prove that your landlord promised to do something they have not done and to prove how much rent you agreed to pay the landlord.

However, written leases may also 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 will agree to pay certain fees if you **breach** the lease, like administrative fees, attorney's fees, and court costs if your landlord has to take you to court.

VS.

### ORAL LEASE

**An oral lease is a verbal agreement between you and your 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 what you paid.

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 a month-to-month lease, you can move more easily than if you have a year's lease. You would only need to give the landlord notice equal to the rental period. That means that if you and the landlord agree the lease is for one month at a time, you must provide one month's notice that you are going to move out.

### ***Tenant Tip***

If you will be signing a written lease, get a copy of the lease agreement a few days before you are to sign it so that you can read it over carefully. Most landlords don't mind giving you a copy of a sample lease in advance.



# RENT IT

## Understanding Your Lease Agreement

Make sure that your lease agreement includes everything you and your landlord have agreed to. For example, if you and your landlord 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.

*Before you sign the lease agreement, make sure you understand what the lease requires you to do. Most leases include duties, rules, and regulations other than just paying your rent. If you do something the lease says you cannot do, this can end up causing you problems down the road.*

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

- ✓ **LEASE:** The lease says the tenant is responsible for all maintenance and repairs.
- ✓ **LAW:** Indiana law says that a landlord must maintain the following systems in good working order: electrical, plumbing, sanitary, heating, ventilation and air conditioning (if A/C is provided).
- ✓ **LEASE:** A lease might say that your landlord can come in to your home at any time without notifying you first.
- ✓ **LAW:** 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.

*Some additional things to look for in the lease:*

- **Acceleration clause:** you must immediately pay the rent and fees that would be due through the end of the lease.
- **What utilities** are you required to pay?
- **Additional rules** and regulations your landlord has included in the lease
- **Late rent:** Is there a late fee if you do not pay your rent on time?
- **Breach of the lease** agreement, and what happens if the landlord thinks you breached the lease agreement.

### ***Tenant Tip***

Take your time and read the lease carefully. If you have questions about the agreement, get your questions answered **before** you sign the lease agreement. If you can, take the lease to a lawyer to look it over and answer any questions you may have.

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

# RENT IT

## MOVING INTO YOUR NEW HOME

### Move-In Inspection

So, it's move-in day and you're likely very excited. Before you move in, there are some things you should do in order to make sure that your move-in is a smooth one.

First, you should 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 sheet things that need to be repaired and a date by which the landlord agrees to repair it.

Be sure to make a 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 soon as you get access to the unit, take photos of everything on your move-in inspection sheet (including inside of refrigerator/freezer and oven), so you have a good record of what the unit looked like when you moved in. Make sure you have the date of the photos and save them somewhere—so even if you lose your phone, you can still get to them.

Make sure you get a copy of the inspection sheet and keep it 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 smartphone. If your landlord agrees to make a copy, make sure you contact your landlord and get a copy of it.

*Need an inspection form? See the sample form in  
**Appendix C: Move-In/Move-Out Checklist***

# RENT IT

## Repairs

If you and your landlord agree that you'll make any 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 hour or by project), who will be responsible for buying the materials/supplies for the repairs, whether the cost of the supplies will be subtracted from your rent, and anything else you and your landlord agree to.

Keep in a safe place:

- A copy of the agreement
- A record of the repairs you made (the date or dates on which you made the repair and what you did)
- Copies of receipts showing the cost of any supplies you purchased that your landlord is to subtract from your rent
- When you let your landlord know the repairs had been completed.

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

## Renters' Insurance



One thing that people often overlook is the importance of having renters' insurance. Renters' insurance can protect you if you lose your belongings from theft or your belongings are damaged by flood or fire. The items covered by renters' 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 what coverage and policy is best for you.

### ***Tenant Tip***

Most people assume that their personal items are insured because their landlord has insurance. This assumption is usually wrong. The insurance that most landlords have covers things like **damage** to the rental home itself, but does *not* include loss or damage to your personal property. So, it's an excellent idea to purchase renters' insurance to make sure your items are insured.



# KEEP IT

## UTILITIES

Your lease will say which utilities you'll be responsible for. You are responsible for having these utilities connected and for paying the bill, unless your lease says otherwise or you have an agreement with your landlord (which should be in writing).

This section will give you information about utility deposits, payment assistance programs, and your rights when facing a utility disconnection.

### Utility Deposits

The utility company may require you to pay a deposit before turning on your utilities. The rules for when you are required to pay a deposit and how much of a deposit you'll be required to pay are set by law and are slightly different depending on which utility you are having connected and the size of the utility.

Some Examples:

#### *No Deposit Required - New Customer*

If you are a new customer, you may not have to pay a deposit if you have good credit. For example, if you've been a customer of another utility for at least two years, you may not have to pay a deposit if:

- You don't owe money to a utility.
- You didn't get shut off for nonpayment.
- You weren't late in paying your bill more than twice in the last year.

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

#### *Deposit Required – Current Customer*

If you are a current customer, a utility may ask for a deposit if:

- You have been mailed a disconnect notice two (2) months in a row.
- You have been mailed a disconnect notice three (3) times within a year.
- If your service was disconnected for nonpayment in the last four (4) years.



# KEEP IT

A deposit should not be greater than one-sixth of your estimated annual billing (one-third in some cases). 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 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).

## Utility Payment Assistance Programs

### *Phone and Internet: Lifeline*

For assistance with paying telephone and internet bills, eligible families can apply for help from the Lifeline program. Lifelines 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 percent of the federal poverty guidelines **or** 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. In addition, there can only be one Lifeline benefit per household.

To sign up for the Lifeline program, you must call your local phone company. For more guidance, and to see a list of participating companies, visit [www.lifelinesupport.org](http://www.lifelinesupport.org).

### *Indiana Energy Assistance Program*

The Indiana Energy Assistance Program (EAP) is a program that can financial assistance to eligible households for energy bills during the winter and summer months. The program can also help with window air conditioning units for eligible households during the summer. Households can generally apply for EAP from November through May. Check with your local Community Action Agency .



# KEEP IT

## ***Tenant Tip***

Between December 1 and March 15 is a “Moratorium Period” when gas and electric companies cannot shut off service to customers who are eligible for the Energy Assistance Program and have applied for or are receiving help from the Energy Assistance Program.

To be eligible for EAP, a household must have income at or below 150 percent of the federal poverty guidelines. The program is available on a first-come, first-served basis. To apply for assistance or for more information, contact your local Community Action Agency.

Other utility help may be available by calling Connect2Help (dial 2-1-1) or applying for help from your **township trustee**.

For more information on utility payment assistance,  
see **Appendix G: Resources**

## ***Weatherization Assistance Program***

Weatherizing the rental home is another way lower your heating and cooling bills. The Weatherization Assistance Program is a federally funded program to help make homes more energy-efficient run through local community action agencies. The program is available to both eligible homeowners and renters. Weatherization service includes house inspections, insulation of the attic, foundation, and walls, furnace cleaning, and furnace safety checks. For more information, contact your local Community Action Agency.

## **What to Do If You Can't Make Your Utility Payment**

If you do not pay your bill, the utility company can disconnect your utility service. If you're facing a disconnect, you should contact your utility company and request a **credit extension agreement** or **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've already had one of these agreements in the last twelve months and you broke the agreement.



# KEEP IT

## Your Rights When Facing a Utility Disconnection

Before the utility company can shut off your utility service, **they must give you advance written notice by mail or in-person delivery**. The notice must provide:

- The date your utility will be disconnected;
- The reason for the shut-off;
- A phone number you can call about the shut-off; and
- A phone number you can call to get information on customer's rights.

Each utility has rules regarding how much advance notice you must receive:

- Gas and electric companies 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 will be closed the next day (such as a weekend or holiday), shut-offs cannot happen after 12:00 noon.

### ***Tenant Tip***

You can avoid a shutoff by explaining your hardship and paying the smaller of either \$10.00 or 10 percent of your bill (\$25 for a gas utility). You must agree to pay the rest of your bill over the next three months plus the regular bill for each of those months.

### ***Medical Hardship Provision***

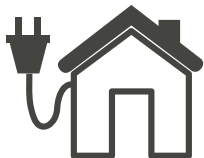
If you get a disconnect notice and someone in your home needs the utility for health and safety reasons, you can request a medical hardship provision. A medical hardship provision stops your utility from being shut off for ten (10) days.

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 be harmful to the health and safety of someone in your home. You will be required to send the utility a copy of the statement.

When the 10 days are up, you can request a second medical hardship provision if you are unable to pay. You will have to give the utility company a new doctor statement or statement from a public health official in order to get the second medical hardship provision.

# KEEP IT

## Utility Company Complaints



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

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

Each utility company should have a complaint procedure. You should try to resolve any issues directly with the utility.

If you need additional help after contacting the utility company, you can also 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 the <http://www.in.gov/iurc/2331.htm> for more information.

## Getting Help

If you get a disconnect notice, you should consider contacting local community groups for help. You can always call Connect2Help by dialing 2-1-1.

Because such assistance is often limited, you should go for help as soon as possible. You may have 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.

# KEEP IT

## *Township Trustee Assistance*

The **Township Trustee** should be your last option when all your other attempts to get the money to pay your utility bill have failed. You must first try to get help from area agencies or your family.

You can find your township trustee by calling your county clerk's office or on the web at <https://indianatownshipassoc.org/indiana-townships/>. Find out what hours your trustee takes applications for assistance.

### **Application**

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

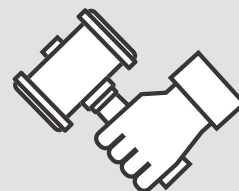
- Proof of your household's income and finances, such as pay stubs or **Temporary Assistance for Needy Families (TANF)** records.
- Verification of household residents (social security numbers, birth certificates of household members).
- Receipts for expenses during the last month.
- Information and 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 to decide whether you are eligible for assistance. If you are found eligible, the Trustee will likely give you a voucher for assistance.

### ***Tenant Tip***

If the trustee turns you down, the trustee's decision must be based on the trustee's own standards. Be sure to ask the trustee to give you a written "denial slip" if the trustee declines your request. The slip must tell you the reason for the denial, and must tell you about your right to **appeal** the denial. You may be able to get legal help with an appeal by contacting Indiana Legal Services or other legal resources. If you don't appeal, the denial is final.





# KEEP IT

## Outcome

The trustee must make a decision on all applications within 72 hours, not counting weekends and holidays. The trustee 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 the trustee did not deny or grant the application within 72 hours (not counting weekends and holidays) of the date the application was placed. In an emergency, the trustee may be able to help you the same day or in less than 72 hours.

If the trustee turns you down, the trustee's decision must be based on the trustee's own standards. Be sure to ask the trustee to give you a written "denial slip" if the trustee declines your request. The slip must tell you the reason for the denial, and must tell you about your right to **appeal** the denial. You may be able to get legal help with an appeal by contacting Indiana Legal Services or other legal resources. If you don't appeal, the denial is final.

### ***Tenant Tip***

**To appeal a denial of assistance from a **Township Trustee****, you have 15 days from the date of the denial to file an appeal of the decision. Be sure to appeal if you have any question about the denial. To appeal:

- Get in writing a copy of the decision that states the reasons for denial.
- You should fill out the appeal request that is on the back of the denial slip.
- Make a copy of the denial slip and the appeal request for yourself, and give the original to the Board of the 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.



# KEEP IT

## REPAIRS, WARRANTY OF HABITABILITY, AND TENANTS' RIGHT TO PRIVACY

### Repairs and Indiana's Warranty of Habitability Law

After moving in to your new rental home, you may discover that a repair is needed. You should check your lease agreement to see who is responsible for making the needed repair. If your landlord is responsible for making the repair, you should contact your landlord as soon as possible and follow up on your request in writing.

Indiana law requires landlords to deliver property to tenants in a safe, clean and habitable condition. Indiana has a **"warranty of habitability"** statute that requires both the landlord and the **tenant** to keep the rental home in good condition. The statute applies to your lease agreement—even if your agreement says that it doesn't.

#### *Landlord Responsibilities*

Under Indiana law, your landlord must:

1. Follow all health and housing codes;
2. Reasonably try to keep the **common areas** clean and in proper condition;
3. Keep the following appliances and systems in good and safe working condition if they were in the rental home when you agreed to rent the place:
  - ventilation and air conditioning systems
  - heating system (must be able to provide enough heat at all times)
  - waste and sewage systems
  - plumbing systems (must provide 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 place
  - elevators (if applicable)



# KEEP IT

## *Reporting a Problem*

If there is a problem to report, follow these steps:

1. Give your landlord notice that a repair is needed and
  - Put it in writing
  - Date it
  - Keep a copy for yourself
2. Give your landlord a reasonable amount of time to fix it.
3. Allow your landlord access to your home so repairs can be made.

If your landlord still doesn't fix the problem, or refuses to fix it, you can then 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. If you decide to sue, you want to make sure that you are in compliance with the lease. Otherwise, you risk the landlord countersuing you for **eviction**.

## *Tenant Responsibilities*

Your landlord is not the only person who has duties under the **warranty of habitability** statute. You, as the **tenant**, have certain duties as well.

Under Indiana law, a tenant must:

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



# KEEP IT

Many leases have the tenant's duties written into the agreement. Sometimes, a landlord will try to make the **tenant** responsible for something that is actually the landlord's responsibility—such as heat or hot water. If you don't live up to duties that are the tenant's responsibility, you've 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.

## ***Tenant Tip***

**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.*

## ***Tenants' Right to Privacy***

As a renter, you have the right to the peaceful possession of the rental **premises**. 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. Unless your landlord needs to come in to your home because of an emergency, **your landlord should let you know in advance**.

Some leases say that the landlord will give you 24-hours 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.

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 written record of these occasions and speak with a lawyer regarding your rights.



# KEEP IT

## ***Tenant Tip***

The law requires that the landlord give you reasonable advance notice of entry into your home (except for emergencies). The **tenant** must also be reasonable in allowing the landlord entry in order to inspect and show the property, as well as make repairs.

## MOVING OUT

It's time for you to move from your rental home (and you're not facing an **eviction**). Before you return the keys to your landlord, you need to consider the terms of your lease agreement. You should also take some steps to make sure you receive as much of your **security deposit** back as possible.

### *When Should I Give the Landlord Notice That I Will Be Moving Out?*

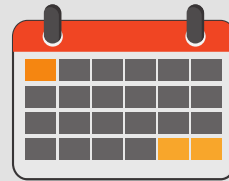
If you have a written lease, you should read your lease to see how much notice you must give your landlord of your plans to move and what else you must do before you move. Keep in mind, even if your lease is scheduled to end on a particular date, your lease may still require you to give your landlord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

- **Advance 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 sixty (60) days' notice before the lease ends if you plan to move.
- If you have a month-to-month tenancy or week-to-week tenancy, you generally should give your landlord notice **equal to your rental period**. So, if you have a month-to-month lease, your rental period is one month and you should give your landlord notice equal to one month before the start of your next rental period.
- If you don't give your landlord proper notice, any of the following could happen:
  - 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**.
- If your written lease agreement says your lease ends on a specific date but doesn't say that you must give

# KEEP IT

## ***Tenant Tip***

If on February 2 you realize that you'd like to move on April 30, you should give your landlord written notice no later than April 1. This is thirty (30) days before the start of your next rental period—May 1. If you don't give notice, the landlord may claim you owe rent for an additional period of time.



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

### *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 statement allowing you to end the lease early—for the same reason that you'd like to end the lease. If you do not have an 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 agree:

- To end the lease agreement on a certain date
- That you will move out of the rental home by that date, and
- You both agree not to sue or try to enforce any rights or duties under the lease agreement beyond the stated end date.

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

- Fixing any **damage** done to the rental home beyond normal wear and tear,
- Any unpaid rent, and
- 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 (called "subleasing"). Some leases may allow it, but only with your landlord's written approval in advance. Remember, even if you find someone to **sublease**, you will still 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.



# KEEP IT

## Your Security Deposit

After you provide your landlord with notice of your intent to move, you should then prepare for your move to make sure that most, if not all, of your **security deposit** is returned to you. Before you give your landlord back your keys to the rental home, you should take several steps to try to reduce the amount of **damages** your landlord might claim.

**1. Make sure to leave the apartment in good condition.** Take pictures to document the condition. Hopefully, you also have photos of the condition of the property at the time you moved in. Take these photos after you've moved your things out, cleaned up, and are ready to turn in the keys.

- Review your lease to see if your lease requires you to do any specific cleaning.
- Have witnesses inspect your home with you before you leave in case your landlord says something is damaged that you did not damage.
- Consider asking your landlord to walk through the home with you and see if you can agree on the move-out condition, including any **damages**.
- If you and your landlord do agree on damages, make sure you get it in writing with both of your signatures and the date.

**2. Give your landlord a forwarding address** in writing *as soon as you move out*.

- If possible, mail the landlord a letter with your forwarding address and send it certified mail (so that the landlord must sign for it) so 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.
- 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.

### ***Tenant Tip***

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

These limited conditions include:

1. You owe rent (including rent due to early lease termination).
2. You have damaged the rental property beyond normal wear and tear.
3. You have not paid 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.

# KEEP IT

## ***Tenant Tip***

You can file a lawsuit against your landlord for the full amount of your **security deposit**, as well as attorney fees, if you gave a forwarding address in writing after you moved out and your landlord does not send your security deposit or a list of **damages** to you within 45 days (or less if the lease provides a shorter time, such as 30 days). 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.



Under Indiana law, after you give your landlord a written notice of your forwarding address, your landlord can retain your **security deposit** only after giving you proper notice and only for certain reasons. Indiana law requires your landlord to send you a letter within 45 days (or shorter if the lease provides for it) of when your lease ended, you moved out, and you provided the landlord an address in writing where to send a letter.

The letter must include:

- Either a check returning all of your security deposit
- list of **damages** claimed by the landlord, with a check for any of your security deposit remaining after the damages were subtracted.

Even if your lease says that the **security deposit** law does not apply to the rental home where you live, it DOES. **Neither you nor your landlord can waive this law.**

# KEEP IT

## EVICTIION: WHEN YOU'RE ASKED TO LEAVE

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

### ***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 (or 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. A property is not considered abandoned unless a reasonable person would believe that the tenant has given up the unit.



## 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's important that you follow any deadlines stated in any notices you receive.

If a private landlord attempts to evict and your rent is subsidized, you should contact a private attorney or your local legal services for help. You should try to avoid an eviction, because it can make it hard to get subsidized housing, or to find a private landlord willing to rent to you.

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.



# KEEP IT

## Places that May Help If You Fall Behind in Rent

If you know that you'll be unable to pay rent for the month, try to work out an agreement with your landlord so that you can either pay the rent in installments or when you do have the money.

### ***Tenant Tip***

If you do make any agreement with the landlord, make sure you get it in writing and have the landlord sign and date it. Also, keep a written log of what payments you have made and when you made them.

If you cannot come up with the rent on your own by asking friends and family, you may consider seeking assistance from local agencies, your local **Township Trustee**, or applying for subsidized housing if you are not already in subsidized housing (*for more information see **page 38 for Subsidized Housing**, below*). You can also dial 2-1-1, a free and confidential service to find local resources.

### *Local Agencies*

There are social service agencies that serve people who have lower incomes. Some churches often have programs to assist those in need too. You should call your local or county agencies to find out what programs are available in your area. Start making those calls as soon as you realize it's 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.

### *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.

See above, "*What to Do When You Can't Make Your Utility Payment*" to learn how to apply for utility assistance from the Township Trustee.



# KEEP IT

## What to Do When You Receive an Eviction Notice

(or If a Landlord Threatens to Take Property, Lock You Out, or Shut Off Your Utilities)

If you receive an **eviction** notice from your landlord saying that you have to be out of your home by a certain date, don't panic. In Indiana, it is unlawful for a landlord to try to force you out of the property without going to court. If your lease is over or was not renewed, you should leave at the end of your lease term. Many landlords will send you a notice telling you that if you have not moved out by a certain date they will file in court to have you evicted.

However, there are some landlords who try to evict people without taking them to court. These landlords may change the locks to your home or shut off your utilities in order to force you out. **Landlords are not supposed to do this**, but some do try.

If you think the landlord will take illegal action, you should try to keep someone in the home at all times and have the person call the police if the landlord tries to change the locks. If you are concerned about being locked out, you should consider keeping very important papers or other possessions (for example, your lease agreement, rent receipts, any letters you received from your landlord, birth certificates, and medication) with you or at a friend or relative's home in case the landlord does change the locks.

### ***Tenant Tip***

If your landlord threatens to change your locks or shut off your utilities in order to force you to move, you should warn the landlord that it's against the law and that you'll contact the police if the landlord tries to do so.

Some landlords may also threaten to take your belongings. It is illegal for a landlord to take or dispose of your property unless there is a court order authorizing removal of your property. If you don't remove your property by the date in the court order, the landlord should take the property to a warehouse or a storage unit approved by the court.

Although it's unlawful for a landlord to shut off utility service to get a **tenant** out, a landlord may still have to interrupt utilities if there's an emergency or a need for good faith repairs. A landlord is also not required to pay for utilities if the landlord has not agreed to do so. So, if the tenant stops paying rent, a utility may end up being disconnected due to failure to pay the bill. That's different than a landlord simply telling the utility company to disconnect service.

# KEEP IT

## 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's important that you follow any deadlines stated in any notices you receive.

If a private landlord attempts to evict and your rent is subsidized, you should contact a private attorney or your local legal services for help. You should try to avoid an eviction, because it can make it hard to get subsidized housing, or to find a private landlord willing to rent to you.

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 lying on an application or re-certification agreement, failure to report required changes in income or people in the household, allowing people to live with you who the public housing authority aren't aware of and haven't approved to move in with you, a member of the household having engaged in drug-related activity on or near the rental property, etc.



# KEEP IT

## ***Tenant Tip***

Even if the landlord has a court order that allows 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



## ***Emergency Possessory Orders***

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

The best way to get one is to talk to an attorney who can help you. You can also go to your local small claims court. The emergency possessory order can tell your landlord to let you back in your home, turn on your utilities, or give your things back to you.

To get an emergency possessory order, you must file a sworn written statement with the court. In a sworn statement, you promise everything in it 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’ll have if the landlord’s actions aren’t stopped. When you ask for an emergency possessory order, the court must set an emergency hearing **within 3 business days**.

Your landlord can also obtain an **emergency order** that tells you to either move from your home or to stop damaging the rental home. In order to get an emergency order, the landlord will need to prove that you’ve 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.

# KEEP IT

## *What Happens When the Landlord Files for an Eviction?*

An **eviction** usually happens like this:

1. The landlord tells the tenant that s/he wants the tenant to move out. However, the tenant does not move out by the date the landlord says the tenant must be out.
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. The first hearing is 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, if the tenant is 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 order that the tenant be out by a certain date. (This is usually within a few days of the court hearing; you don't get 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; or
  - There's a long history of late payments and the landlord did not give you a warning that late payments will no longer be accepted.
7. A second hearing is scheduled for the court to decide the issue of **damages**. This includes whether or not the tenant owes the landlord any rent. A tenant can also tell the court if they think the landlord owes the tenant any money. If the tenant has a claim, the tenant can file a counterclaim against the landlord or just try to defend against the landlord's claims.

### ***Tenant Tip***

When you go to court for the **eviction** hearing, take with you any evidence and witnesses you have 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 your proof with you to court. Or, if the landlord says you owe back rent and you have receipts showing you are current on your rent, take your receipts with you to the hearing.



# KEEP IT

You should take with you any evidence as to why you think the court should find in your favor. You will have an opportunity to tell the court your side of the case (and your landlord will also be able to tell the court their side as well).

Your landlord, as plaintiff, will have the opportunity to present a case first. 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.

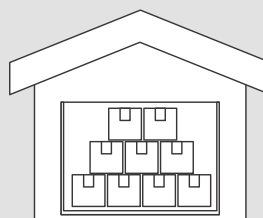
Your landlord will then have a chance to ask you and your witnesses questions. The court may ask each of you questions in order to better understand the problem.

After the court has heard from both you and the landlord, the court will either tell you a decision or take it under advisement—which means the court will think about it and send you a decision in the mail.

If the court 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 typically ensure that you are out.

## ***Tenant Tip***

If you store things at a friend, family, or neighbor's house, it's a good idea to put in writing what you're storing there and keep a copy for your records in case something happens to your items while they are stored there.



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 to you or have special meaning. 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.



# KEEP IT

## Possible Tenant Defenses

While Indiana law recognizes certain tenant defenses, winning an **eviction** case can be an uphill struggle. Eviction cases are often routine. Many tenants don't show up for the hearing or are not represented. Whether or not you have a defense to eviction depends on what your lease says and the specific facts of your case.

Possible defenses include:

- **Defective notice** – if your lease required a specific advance notification to terminate the lease and the landlord did not provide it.
- **Acceptance of rent** - The landlord continued to accept rent from you.
- **No lease violation** (also called a “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 complaint to the Health Department, violation of the Fair Housing Act, etc.

### *Notice For Lease Termination*

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

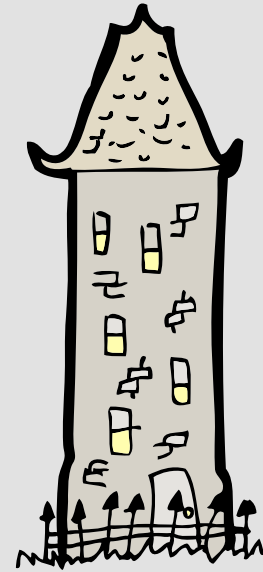
There may be situations where there's no right to advance notice. For example, Indiana has a law stating a landlord should give a tenant a 10-day notice to quit in cases where rent hasn't been paid, giving the tenant the 10-day period to catch up. However, the law also says that a 10-day notice to quit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

# KEEP IT

## ***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 what it was represented to be worth, but it's best to consult a lawyer in advance about these issues. The habitability law requires that tenants give landlords a notice of any violations and a reasonable time to cure (to fix the problem).



# KEEP IT

## 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 (5) mobile homes.

If you rent in a mobile home park, some things 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.

### ***Tenant Tip***

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.



**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. Many lots are rented on a month-to-month basis, which means the landlord can ask you to move on 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 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. If you face this situation, it's important to contact a lawyer if you're being prevented from moving your mobile home.

# KEEP IT

## SUBSIDIZED HOUSING

Housing is considered “subsidized” when the government pays for part of a family’s rent. There are several different types of subsidized housing (this does not include emergency shelter). Two common types of subsidized housing are public housing and Section 8, which includes Housing Choice Vouchers and [Project-based Section 8](#).

### How Much Rent Do I Pay in Subsidized Housing?

A renter’s share 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 of the renter’s income. In figuring rent, there are deductions for children, the elderly or people with disabilities in the household, and for some medical expenses. These things should be deducted from your family’s [gross income](#) before calculating your 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.

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.

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.





# KEEP IT

## How Do I Find Subsidized Housing?

There are several types of subsidized housing. Finding a place to live depends on what type it is.

### *Public housing*

Public housing is owned and operated by the government for eligible low-income households, elderly, or people with disabilities. Typically, you apply for public housing through your local Public Housing Authority or Community Action Program (CAP) Office. If you are accepted, the agency will either place you on the waiting list or place you in housing if it's currently available. If you are 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 you qualify, contact your local housing authority. Go to [www.hud.gov](http://www.hud.gov) and click on "Find My Local Public Housing Agency" (PHA).
- **Community Action Program:** Find your local community action agency by calling (800) 382-9895 or go to [www.incap.org](http://www.incap.org).

### *Section 8*

There are two kinds of Section 8 subsidy:

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

#### **Tenant-Based Section 8 / Housing Choice Voucher**

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

If you receive a voucher, you must look for a rental home yourself. There are time limits for finding a rental home (typically 60 days, with an option to extend for an additional 30 days) and the voucher can expire if you do not find a home in time. If you find someplace you want to rent, and the landlord is willing to accept your Section 8 Housing Choice Voucher, you then notify the agency issuing the Section 8 voucher. If the home meets program requirements, then the agency issuing the Section 8 voucher should accept the home you found. If you have a Section 8 Housing Choice Voucher and you decide to move out of the rental home, you can take the voucher with you when you look for a new rental home.

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



# KEEP IT

Sources for Section 8 Housing Choice Vouchers:

- **Local public housing authority:** Go to [www.hud.gov](http://www.hud.gov) and click on “Find My Local Public Housing Agency” (PHA).
- **Community Action Program:** Find your local community action agency by calling (800) 382-9895 or go to [www.incap.org](http://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). VA provides these services for participating VAMCs and community-based outreach clinics.

**Project-based Section 8** is typically 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 now some project-based vouchers where you can get a tenant-based voucher when you move.

## *Rental Assistance*

Privately-owned properties in your community may get rental assistance from HUD. These can be searched by county or state at [https://www.hud.gov/topics/rental\\_assistance](https://www.hud.gov/topics/rental_assistance).

## *Rural Housing*

The U.S. Department of Agriculture (USDA) subsidizes 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 Multifamily Housing page at <https://rdmfhrentals.sc.egov.usda.gov> on the USDA website and search for unit by town and zip code.

## *Low Income Housing Tax Credit (LIHTC)*

Another major source of affordable housing is the federal Low Income Housing Tax Credit (LIHTC) program. LIHTC rental homes have reduced rent for eligible low-income renters. You can find a list of tax credit properties in Indiana at <http://www.in.gov/myihcda/rhtc.htm>, then click on “Applications and Awards” for the list.

# KEEP IT

Other good resources to find subsidized housing include:

- The [Housing4Hoosiers.org](https://www.housing4hoosiers.org) website has a map of local rental properties in Bloomington and Monroe County, Indiana, with details about the units in each property and if they accept Section 8/Housing Choice Vouchers.
- [IndianaHousingNow.org](https://www.indianahousingnow.org) is a free, state online resource for renters and property managers in Indiana. The dynamic search options helps users to find affordable, accessible and market-rate housing that will fit your needs. For additional assistance, please call 1-877-428-8844 (toll free) Monday-Friday, 9:00 a.m. - 8:00 p.m. (Eastern Time), or dial 7-1-1 for TTY.
- Your local community action agency or area agency on aging:
  - Call the Indiana Community Action Association at (800) 382-9895 or go to [www.incap.org](https://www.incap.org).
  - Call the Indiana Association of Area Agencies on Aging at (317) 205-9201 or go to [www.iaaaa.org](https://www.iaaaa.org).
- U.S. Department of Housing and Urban Development (HUD) – Go to [www.hud.gov](https://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.





# GLOSSARY

## 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 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 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 x \$500 or \$5500.

### Appeal

When a person disagrees with a decision, the person can sometimes 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** (also 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 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.



# GLOSSARY

## **Credit Extension Agreement (or Financial Hardship Provision)**

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

## **Damage**

Harm or injury done to something, especially property. *[Note that 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 rental home. In eviction cases, damages include unpaid rent. *[Note that this is different than “**damage**,” above.]*

## **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 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.



# GLOSSARY

## 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. (See also below, [net income](#).)

## 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.



# GLOSSARY

## Hold Harmless

The tenant agreeing to the **hold** the landlord **harmless** agrees not to sue or hold the landlord responsible for any loss, injuries, or **damage** to 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 \$1000 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. (**See also above, gross income.**)



# GLOSSARY

## 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 in to 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 stands for Temporary Assistance for Needy Families. Formerly known as AFDC (Assistance for Families with Dependent Children), TANF 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.



# GLOSSARY

## 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 a 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.

This **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

## APPENDICES

- A-1 **Appendix A:** Setting a Rent Budget
- B-1 **Appendix B:** Rental Home Search Checklist
- C-1 **Appendix C:** Move In/Move Out Checklist
- D-1 **Appendix D:** Fair Housing and Housing Discrimination
- E-1 **Appendix E:** Lead Paint
- F-1 **Appendix F:** Indiana Rights for Tenants Who Are Victims of Domestic Violence, Sexual Violence, or Stalking
- G-1 **Appendix G:** Resources
- H-1 **Appendix H:** COVID-19 Resources

# APPENDICES

## APPENDIX A: SETTING A RENT BUDGET

### Budgeting Worksheet

A good target is to have rent equal about 30 percent of your monthly income. This worksheet will show you what funds you have available for rent after other expenses.

MONTHLY	
<b>INCOME</b>	
Take Home Pay (wages)	
Child Support you receive	
TANF	
Other Income	
<b>A. TOTAL MONTHLY INCOME:</b>	
<b>EXPENSES</b>	
<b>Utilities</b>	
Phone	
Water	
Electric	
Gas	
Trash	
Cable	
Internet	
<b>B. TOTAL MONTHLY UTILITY COSTS:</b>	
<b>Transportation</b>	
Car Insurance	
Gas	
Car or Bike Maintenance	
Bus Fare	
Cab Fare	
<b>C. TOTAL MONTHLY TRANSPORTATION COSTS:</b>	
<b>Household Items</b>	
Groceries	
Laundromat	
Shampoo, soap, etc.	
<b>D. TOTAL MONTHLY HOUSEHOLD ITEM COSTS:</b>	

*Continued on the next page*

# APPENDICES

Budgeting Worksheet, page 2

<b>Other Costs</b>	
Child Support you pay	
School Tuition	
School Supplies and School Lunches	
Haircuts	
Clothes	
Entertainment	
Savings	
Health costs and health insurance	
Child Care Costs	
Renters' insurance	
Other expenses	
<b>E. TOTAL OTHER MONTHLY COSTS:</b>	
<b>A. TOTAL MONTHLY INCOME:</b>	
<i>Subtract (minus)</i>	
- <b>B. TOTAL MONTHLY UTILITY COSTS</b>	
- <b>C. TOTAL MONTHLY TRANSPORTATION COSTS</b>	
- <b>D. TOTAL MONTHLY HOUSEHOLD ITEM COSTS</b>	
- <b>E. TOTAL OTHER MONTHLY COST</b>	
<b>Total available per month for rent:</b>	

# APPENDICES

## 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 a budget crisis, follow these rules:

1. Always pay family necessities first.
2. Next pay your housing-related bills (rent, late fees, lot rent for mobile homes).
3. Pay the minimum required to keep essential utility service.
4. Pay car loans or leases and car insurance next if you need to keep your car for work.
5. If applicable, you must pay child support debts (*these will not go away and can result in serious legal issues if not paid*).
6. Income tax debts are also a high priority.
7. Loans without collateral are a low priority, as are loans with household goods as collateral.
8. Do not move a debt up in priority because the creditor threatens a lawsuit.
9. Do not pay when you have a good legal defense to repayment.
10. Court judgements against you move up in priority, but often less than you think.
11. Student loans are medium priority debts.
12. Threats to ruin your credit record should never move up a debt's priority.
13. Co-signed debts should be treated like your other debts.
14. Refinancing is rarely the answer.



# APPENDICES

## APPENDIX B: RENTAL HOME SEARCH CHECKLIST

Use this list to look over your potential future rental home. Using this list can help you find a safe and healthy place to live. Don't rush! Be careful and take your time.

<b>Rental Home Address:</b>	
FEATURE	NOTES
<b>SAFETY</b>	
<input type="checkbox"/> Are there sufficient safety features, including smoke detectors, fire extinguishers and carbon monoxide detectors? Look inside the apartment as well as in the hallways and in other common areas.	
<input type="checkbox"/> Are the locks sturdy? They should not be wobbly.	
<input type="checkbox"/> Do the doors open and close easily and fit well within the doorframe? <i>The hinges should be sturdy. This is especially important when inspecting doors that lead to the outside. The apartment should have a deadbolt on all outside doors.</i>	
<b>PLUMBING</b>	
<input type="checkbox"/> Check faucets, toilets and the pipes under kitchen cabinets for potential leaks in plumbing.	
<input type="checkbox"/> How is the water pressure and water temperature in the unit? <i>Turn on the faucets or shower to see how long it takes to get warm.</i>	
<input type="checkbox"/> Is there is a water heater in the apartment, or is the water heater shared among several apartments? <i>This will affect the amount of hot water that runs to the apartment.</i>	
<input type="checkbox"/> Is the water heater and furnace free of rust? <i>Look for rocks, stones or other debris on the outside of the heater or furnace. This debris or chipping may indicate leaks. These leaks could possibly indicate carbon monoxide problems.</i>	

# APPENDICES

<b>ELECTRICAL</b>	
<input type="checkbox"/> Turn off and on all lighting inside the apartment to check for electrical shortages.	
<input type="checkbox"/> Check the outlets in the apartment to make sure that they all work properly and there are no electrical problems.	
<b>MAINTENANCE</b>	
<input type="checkbox"/> Do all appliances in the unit work properly? Are any damaged?	
<input type="checkbox"/> If there is not a washer or dryer in the unit, ask to see the common laundry area. <i>Make sure the common area is well-maintained and is well lit. Make sure that access to the common laundry area is limited to residents only.</i>	
<input type="checkbox"/> Is there any evidence of insects or rodents? <i>Look on the floor as well as inside cabinets, drawers and closets.</i>	
<input type="checkbox"/> Check for drafts by running your hand along the window frame.	
<input type="checkbox"/> Look up at the ceiling for any water damage. <i>This may indicate either a leak from outside or very careless upstairs neighbors. If there is discoloration, it may be a sign of mold.</i>	
<input type="checkbox"/> Is there any peeling paint or wallpaper? Do any of the walls show signs of cracking or repairs? <i>This may also indicate water seepage problems or may indicate a breach in the building foundation.</i>	
<b>OTHER NOTES</b>	

# APPENDICES

## APPENDIX C: MOVE-IN/MOVE OUT CHECKLIST

TENANT MOVE-IN AND MOVE-OUT PROPERTY CHECKLIST				
<i>Before you move-in and upon moving-out, be sure to carefully complete this check-list.</i>				
Tenant Name(s): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
Address & Apt. No.:		City:	State:	Zip:
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Move-In Date	Inspection Date:	Time:	By:	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Move-Out Date	Inspection Date:	Time:	By:	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Unless otherwise noted, the premises are in clean, good working order and undamaged. Use key below.				
<u>Key &amp; Abbreviations:</u>		<b>NC: Needs Cleaning</b> <b>NP: Needs Painting</b> <b>NR: Needs Repair</b> <b>SC: Scratched</b> <b>NSC: Needs Spot Cleaning</b> <b>NSP: Needs Spot Painting</b> <b>RP: Needs Replacing</b> <b>Other:</b> _____		
<b>LIVING ROOM</b>	Move-In	Move-Out	Cost	
Floor				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Shades				
Closet				
Elec Fix.				
Light bulbs				
<b>KITCHEN</b>	Move-In	Move-Out	Cost	
Floor				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Curtain				
Cabinets				
Drawers				
Sink				
Counters				
Fan/Light				
Elec Fix.				
Light bulbs				
<b>REFRIGERATOR</b>	Move-In	Move-Out	Cost	
Inside/parts				
Outside				
Light				
<b>STOVE/OVEN</b>	Move-In	Move-Out	Cost	
Outside				
Burners				
Vent				
Timer/Controls				
Surface				
Light				
Racks				
Drip pan				
<b>DISHWASHER</b>	Move-In	Move-Out	Cost	
Inside/parts				
Outside				
Controls				
<b>BATHROOM #1</b>	Move-In	Move-Out	Cost	
Floor				
Walls/Tile				
Ceiling				
Doors				
Cabinets				
Drawers				
Sink				
Shelves				
Mirror				
Tub/Shower				
Caulking				
Counter				
Fan				
Bowl/seal				
Towel rack				
Window				
Elec Fix.				
Light bulbs				
<b>BATHROOM #2</b>	Move-In	Move-Out	Cost	
Floor				
Walls/Tile				
Ceiling				
Doors				
Cabinets				
Drawers				
Sink				
Shelves				
Mirror				
Tub/Shower				
Caulking				
Counter				
Fan				
Bowl/seal				
Towel rack				
Window				
Elec Fix.				
Light bulbs				



# APPENDICES

## Renting in Indiana

# APPENDICES

## APPENDIX D: FAIR HOUSING AND HOUSING DISCRIMINATION

Federal and state fair housing laws help assure equal housing opportunity by prohibiting discrimination against certain categories of people.

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, but they are very narrow and seldom successful.

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 many properties are covered.

# APPENDICES

## Who is Covered?

The 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*

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, and 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.

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.

# APPENDICES

## *Sexual orientation or gender identity*

Sexual orientation and gender identity are not specific protected classes under the Fair Housing Act. However, protections are still possible in some circumstances.

Lesbian, gay, bisexual, and transgender individuals (LGBT) may have protections on the basis of sex or disability. For example, when the discriminatory acts are based on non-conformity with gender stereotypes (how should a man or woman act)? Discrimination against people with HIV/AIDS (or those perceived as having them) may violate the prohibition against disability discrimination.

The HUD Equal Access Rule requires that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

## *Domestic violence*

Male or female 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 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. The law also protects you if you live with or are associated with someone with a disability.

# APPENDICES

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.

1) *“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 once used illegal drugs but are no longer doing so.

2) *“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).

3) *“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 have extra protections under fair housing laws in physical modifications and reasonable accommodations.

### **Modifications**

A housing provider must allow a tenant to make reasonable modifications to a property, if the modification is necessary to allow the disabled person full enjoyment of the **premises**. These can be interior, exterior or **common areas**, all at the tenant’s expense. The landlord must pay if the property is federally subsidized.



# APPENDICES

A tenant should get the landlord's approval before making 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 the Fair Housing Act, 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. The landlord can suggest an alternative. 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.

In Indiana, a landlord is entitled to make a meaningful review of a tenant's request for an emotional-support animal, which includes receiving information about the tenant's disability or disability-related need for the animal.

If a landlord fails to respond to a request for accommodation, it is a violation of the Fair Housing Act. A long delay in responding can also be a violation. An accommodation may not be required if it would impose an undue financial or administrative burden on a landlord or require a fundamental alteration of its program.



# APPENDICES

## EXAMPLES OF REASONABLE ACCOMMODATIONS:

- A tenant with a disability needs a special parking place to get to 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.

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>.

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](https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF).

# APPENDICES

## APPENDIX E: LEAD PAINT

### Health Issues

Exposure to lead paint can lead to health problems. These dangers can affect almost anyone, but small children are at a 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.

In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act. This 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:

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

Under the law, your landlord or seller must take several steps. Your landlord or seller must:

1. Give you a pamphlet titled: Protect Your Family from Lead in Your Home. Also available at <http://www.epa.gov/opptintr/lead/leadpdf.pdf>
2. Tell you any known information about lead-based paint hazards in the property.
3. Give you any available lead-based paint records or reports.
4. Give you 10 days to conduct a lead paint inspection (unless you waive this right).
5. Provide an attachment to the contract/lease, which includes a Lead Warning Statement and confirms that the seller/landlord complied with the requirements.

# APPENDICES

If your landlord or seller does not do these things, you can also 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 seller/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 seller/landlord. If you can prove the seller or landlord knowingly failed to disclose any lead-based paint hazards, you may be able to get three times the amount of damages you've suffered. The seller/landlord could also have to pay your attorney fees if you win the case.

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 when lead paint is sanded down.

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 absorption of lead).

Wash hands frequently.

- 

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

IKE (Improving Kids' Environment) website - <http://www.ikecoalition.org/>

U.S. Department of Housing and Urban Development <http://www.hud.gov/offices/lead>

U.S. Environmental Protection Agency - <http://www.epa.gov/>

# APPENDICES

## **APPENDIX F: INDIANA RIGHTS FOR TENANTS WHO ARE VICTIMS OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, OR STALKING**

Your landlord may have certain duties to you, the tenant, 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 addressed by the PO/NCO.

### **Does it matter when I signed my lease?**

Yes. This law only applies if you have signed or renewed a lease after June 30th, 2007.

### **In spite of the order, I'm still afraid. What about changing locks?**

If you and the perpetrator of the crime your PO/NCO is based on shared the dwelling place in question, then the landlord must change the locks and provide you with a key within 24 hours of receiving a copy of the order.

If you and the respondent lived in different dwelling units, then the landlord must change the locks and provide you with a key within 48 hours.

### **Who pays for the changing the locks?**

You the tenant may have to pay for the changing of the locks, but only if the landlord changes the locks within the times given above. If they do not do so, then you the tenant may undertake changing the locks yourself and claim reimbursement from your landlord. Please note that you are required in this case to provide the landlord with a copy of the new key within 24 hours of the change.

### **What does my landlord need before changing the locks?**

You must provide your landlord with (1) a written request, and (2) a copy of the PO or NCO before the 24 and 48 hour time periods begin to elapse.

# APPENDICES

## **Can my landlord let the perpetrator onto the premises?**

Unless the PO/NCO explicitly allows it, your landlord may not by any act give the perpetrator access to the **premises**. If your PO/NCO does provide for such a visit, it would probably be a good idea to ask the judge at the hearing to grant you a “Motion to Assist,” requiring that law enforcement officers will also be present during the visit.

## **Can my landlord make me give up these rights in the lease?**

No. Your rights under this particular law cannot be waived, through the lease contract or otherwise.

## **What if I feel unsafe staying in my house at all? Can I “break my lease”?**

Yes. The law provides ways to legally terminate your lease before it was originally supposed to have run.

## **What do I need to give my landlord to break my lease?**

All of the following must be included in a written notice to the landlord, at least 30 days prior to the effective date of termination:

- 1) Written notice of termination, with the effective date of that termination;
- 2) A copy of the PO/NCO; and
- 3) In cases of domestic or sexual violence, a safety plan from an accredited domestic violence or sexual assault program. This safety plan must include an explicit written recommendation for your relocation, and be drawn up no more than 30 days before you send the landlord the notice.

## **How do I find an “accredited domestic violence or sexual assault program”?**

Your local domestic violence shelter should be able to write you a safety plan; local law enforcement, court officials, or legal aid organizations should also be able to help you find one. Alternatively, a list of accredited organizations may be found at <http://www.icadvinc.org>.

## **Who will be responsible for paying off the lease?**

You will bear responsibility for paying rent for the period up to the effective date of your early termination. You must pay this rent at the time it would have been due. If the perpetrator was originally on the lease, they will still be responsible for rent and damages even though they have been excluded.

# APPENDICES

## **If I leave early, who gets the security deposit?**

You are entitled to any refunds or returns as if you had finished the original lease term, including your security deposit. However, if there are other tenants in the dwelling who will not be leaving early, that deposit does not have to be returned until 45 days after the last tenant on the lease has moved out.

## ***Can I be charged anything extra for early termination?***

Your landlord cannot charge you any penalties or other extra costs just because you are ending your lease early under this law. But won't breaking my lease make me look bad when I apply for a new lease somewhere else?

In Indiana, Landlords may NOT refuse to enter into a lease with you solely because you have terminated your lease as described above. They may refuse for other reasons, however.

## **IF YOU NEED HELP**

In Bloomington/Monroe County, Middle Way House works to empower survivors of domestic violence, human trafficking, and sexual assault by providing shelter, legal services, housing, and advocacy services.

***Middle Way House has a  
confidential 24-hour crisis line:  
(812) 336-0846***

**If you feel you are in immediate danger,  
CALLING 9-1-1 IS AN OPTION.**

**For other locations in Indiana,  
call the 24-hour Domestic Violence Helpline:  
Voice (800) 332-7385  
TTY (800) 787-3224**

# APPENDICES

## Federal Protections under the Violence Against Women Act (VAWA)

If you are a tenant of federally assisted housing or applying to be a tenant, you have additional protections under a federal Violence Against Women Act, also known as VAWA. This includes public housing, section 8, rural housing, tax credit properties and others. *VAWA does NOT apply to private housing that doesn't have any federal assistance.*

VAWA protects victims and threatened victims of domestic violence, dating violence, sexual assault and stalking. You are protected against discrimination by landlords because of abuse against you.

Similar to Indiana legal protections, you can't be denied admission or evicted just because you're a victim or threatened victim of violence.

If you need to get the abuser out of your home, the landlord can evict the abuser and let you and other household members stay. If you're not head of the household, then you have 90 days to become eligible or find other housing.

If you need to move to escape abuse, landlords must have emergency transfer plans that let you move to other assisted housing. If you have a Section 8 voucher, you can keep your voucher.

A landlord may ask you to provide information that you are a victim. There are three different ways you can document.

- 1) You can fill in a self-certification form;
- 2) You can provide a letter signed by a victim service provider, attorney or medical or mental health provider; or
- 3) You can provide a police report, court, or other record.

Finally, VAWA requires housing authorities and landlords to give you information about VAWA and how to use it.

# APPENDICES

## APPENDIX G: RESOURCES

Contact information for organizations and agencies noted in the guide.

### LOCAL GOVERNMENT

- Indiana Association of County Commissioners [www.indianacountycommissioners.com](http://www.indianacountycommissioners.com) 812-320-5583
- City of Bloomington – Department of Housing and Neighborhood Development (HAND) [www.bloomington.in.gov/departments/hand](http://www.bloomington.in.gov/departments/hand) (812) 349-3420
- County Clerk's Offices [www.in.gov/judiciary/2794.htm](http://www.in.gov/judiciary/2794.htm)
- Monroe County Clerk [www.co.monroe.in.us](http://www.co.monroe.in.us) (812) 349-3420
- Indiana Department of Local Government Finance [www.in.gov/dlgef](http://www.in.gov/dlgef) (888) 739-9826
- Township Trustees Association [www.indianatownshipassoc.org](http://www.indianatownshipassoc.org) (317) 813-3240

### SUBSIDIZED HOUSING

- Housing4Hoosiers <http://housing4hoosiers.org> (812) 335-2200
  - Website includes a map of local rental properties in Bloomington and Monroe County, Indiana, with details about the units in each property and if they accept Section 8/Housing Choice Vouchers.
- Indiana Housing Now [www.indianahousingnow.org](http://www.indianahousingnow.org) (877) 428-8844
- Indiana Association of Area Agencies on Aging [www.iaaaa.org](http://www.iaaaa.org) (317) 205-9201
- Area 10 Agency on Aging [www.area10agency.org](http://www.area10agency.org) (800) 844-1010
  - Serves Monroe and Owen Counties
- Indiana Community Action Association [www.incap.org](http://www.incap.org) (800) 382-9895
- South Central Indiana Community Action Program [www.insccap.org](http://www.insccap.org) (812) 339-3447
  - Serves Brown, Monroe, Morgan, and Owen Counties
- Public Housing Authority Listings [www.hud.gov/offices/pih/pha/contacts/states/in.cfm](http://www.hud.gov/offices/pih/pha/contacts/states/in.cfm)
- Bloomington Housing Authority [www.bhaindiana.net](http://www.bhaindiana.net) (812) 339-3491
- Indiana Housing Now [www.indianahousingnow.org](http://www.indianahousingnow.org) (877) 428-8844 or 7-1-1 for TTY

# APPENDICES

## APPENDIX G: RESOURCES

Contact information for organizations and agencies noted in the guide.

### FAIR HOUSING

- City of Bloomington Human Rights Commission  
[www.bloomington.in.gov/departments/legal/human-rights](http://www.bloomington.in.gov/departments/legal/human-rights) (812) 349-3426
- Fair Housing Center of Central Indiana [fhcci.org](http://fhcci.org) (317) 644-0673
- Indiana Civil Rights Commission [www.in.gov/icrc](http://www.in.gov/icrc) (800) 628-2909

### LEGAL ASSISTANCE

- Coalition for Court Access - Self-Service Legal Center with the Indiana Judicial Branch  
[www.indianalegalhelp.org](http://www.indianalegalhelp.org)
- Free Legal Answers – Indiana [www.indiana.freelegalanswers.org](http://www.indiana.freelegalanswers.org)
- Housing & Eviction Resource Project [evictionavoidance@gmail.com](mailto:evictionavoidance@gmail.com) (812) 340-8189
  - *Mediation, legal and social services for residents of Monroe County to address housing challenges.*
- Indiana Legal Services [www.indianalegalservices.org](http://www.indianalegalservices.org) Toll Free: (844) 243-8570  
Intake Hours Monday - Friday from 10 am - 2 pm (EST).

### UTILITIES

- Helping Bloomington Monroe <https://helpingbloomingtonmonroe.auntbertha.com/>
- Indiana Utility Consumer Counselor [www.in.gov/oucc](http://www.in.gov/oucc) (888) 441-2494
- Indiana Utility Regulatory Commission [www.in.gov/iurc](http://www.in.gov/iurc) (800) 851-4268
- Indiana Energy Assistance Program [www.in.gov/ihcda/2329.htm](http://www.in.gov/ihcda/2329.htm) (800) 872-0371
- Indiana Family and Social Services Administration [www.in.gov/fssa](http://www.in.gov/fssa) (800) 457-8283
- 2-1-1 [www.in211.org](http://www.in211.org) Dial 2-1-1 or 1-866-211-9966 (available 24/7)
  - *Free and confidential service that helps Hoosiers across Indiana find the local resources they need.*

# APPENDICES

## APPENDIX G: RESOURCES

Contact information for organizations and agencies noted in the guide.

### LEAD PAINT ABATEMENT

- EPA (U.S. Environmental Protection Agency) [www.epa.gov/lead](http://www.epa.gov/lead)
- National Lead Information Center: 1 (800) 424-LEAD [5323]
- IKE (Improving Kids' Environment) [www.ikecoalition.org](http://www.ikecoalition.org)
- Publication: *Protect Your Family from Lead in Your Home*
  - [www.epa.gov/opptintr/lead/leadpdfs.pdf](http://www.epa.gov/opptintr/lead/leadpdfs.pdf)
- U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes [www.hud.gov/program\\_offices/healthy\\_homes](http://www.hud.gov/program_offices/healthy_homes)

### MOBILE HOME LICENSING

- Indiana State Department of Health - Environmental Public Health Division
  - [www.in.gov/isdh/23280.htm](http://www.in.gov/isdh/23280.htm) (317) 233-7811

### PROTECTION AGAINST DOMESTIC VIOLENCE

- Middle Way House [www.middlewayhouse.org](http://www.middlewayhouse.org) Confidential 24-hour crisis line (812) 336-0846
  - *Serves Monroe County*
- Indiana Coalition Against Domestic Violence [www.icadvinc.org](http://www.icadvinc.org)
  - *24-hour Domestic Violence Helpline*
    - Voice: (800) 332-7385
    - TTY: (800) 787-3224

# APPENDICES

## APPENDIX H: COVID-19 RESOURCES

*As of July 2020*

COVID-19 and widespread unemployment has had an enormous impact on renters' housing stability, many of whose income has been adversely affected. Below are some COVID-19 resources that may be able to provide guidance.

### **Eviction Lab**

COVID-19 Housing Policy Scorecard –Indiana <https://evictionlab.org/covid-policy-scorecard/in/>

### **Indiana Housing and Community Development Authority**

- Coronavirus Eviction and Foreclosure Prevention Guide <https://www.in.gov/ihcda/4464.htm>
- COVID-19 Updates <https://www.in.gov/ihcda/coronavirus.htm>
- Low-Income Energy Assistance Program <https://www.in.gov/ihcda/4067.htm>

### **Indiana Housing Now** <http://www.indianahousingnow.org/>

*A free online service to find rental housing and resources*

### **Indiana Legal Services**

*COVID-19: Information for Tenants in Rental Housing*

<https://www.indianalegalservices.org/node/1028/covid-19-information-tenants-rental-housing>

### **Indiana University Student Legal Services**

*COVID-19 Off-Campus Lease FAQ's and Tips*

<https://studentaffairs.indiana.edu/student-support/legal-services/housing-leases/covid-19-off-campus-lease-faqs-and-tips.html>

### **National Housing Law Project**

*Protecting Renter and Homeowner Rights During Our National Health Crisis*

<https://www.nhlp.org/campaign/protecting-renter-and-homeowner-rights-during-our-national-health-crisis-2/>

### **National Low Income Housing Coalition**

*COVID-19 & Housing/Homelessness*

<https://nlihc.org/coronavirus-and-housing-homelessness>