

# HOUSE BILL No. 1219

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 24-5-0.5-3; IC 32-29.5; IC 32-31; IC 33-23-16; IC 36-2-11-20.

**Synopsis:** Various housing matters. Defines "principal dwelling land contract" (contract) as a land contract for the sale of real property: (1) designed for the occupancy of one to two families; and (2) that is or will be occupied by the buyer as the buyer's principal dwelling. Provides that the seller under a contract must provide the buyer with certain disclosures at least 10 days before the contract is executed. Sets forth disclosures that must be included in a contract. Provides a three day cancellation period for the buyer. Specifies certain recording provisions for principal dwelling land contracts. Permits a person to expunge records in connection with certain eviction actions in which the person was a defendant. Requires a landlord who denies an applicant's application for the rental of a dwelling unit based on information in a tenant screening report to provide the applicant with a copy of the tenant screening report. Adds a housing court as a problem solving court that may be established by a city court or a county court. Provides that a violation of disclosure provisions related to land contracts and a failure to investigate an alleged error in a tenant screening report constitute deceptive acts under the deceptive consumer sales act.

**Effective:** July 1, 2021.

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## Clere, Shackelford, Negele

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January 14, 2021, read first time and referred to Committee on Judiciary.

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First Regular Session of the 122nd General Assembly (2021)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2020 Regular Session of the General Assembly.

## HOUSE BILL No. 1219

A BILL FOR AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

- 1 SECTION 1. IC 24-5-0.5-3, AS AMENDED BY P.L.156-2020,  
2 SECTION 87, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
3 JULY 1, 2021]: Sec. 3. (a) A supplier may not commit an unfair,  
4 abusive, or deceptive act, omission, or practice in connection with a  
5 consumer transaction. Such an act, omission, or practice by a supplier  
6 is a violation of this chapter whether it occurs before, during, or after  
7 the transaction. An act, omission, or practice prohibited by this section  
8 includes both implicit and explicit misrepresentations.  
9 (b) Without limiting the scope of subsection (a), the following acts,  
10 and the following representations as to the subject matter of a  
11 consumer transaction, made orally, in writing, or by electronic  
12 communication, by a supplier, are deceptive acts:  
13 (1) That such subject of a consumer transaction has sponsorship,  
14 approval, performance, characteristics, accessories, uses, or  
15 benefits it does not have which the supplier knows or should  
16 reasonably know it does not have.  
17 (2) That such subject of a consumer transaction is of a particular



1 standard, quality, grade, style, or model, if it is not and if the  
2 supplier knows or should reasonably know that it is not.

3 (3) That such subject of a consumer transaction is new or unused,  
4 if it is not and if the supplier knows or should reasonably know  
5 that it is not.

6 (4) That such subject of a consumer transaction will be supplied  
7 to the public in greater quantity than the supplier intends or  
8 reasonably expects.

9 (5) That replacement or repair constituting the subject of a  
10 consumer transaction is needed, if it is not and if the supplier  
11 knows or should reasonably know that it is not.

12 (6) That a specific price advantage exists as to such subject of a  
13 consumer transaction, if it does not and if the supplier knows or  
14 should reasonably know that it does not.

15 (7) That the supplier has a sponsorship, approval, or affiliation in  
16 such consumer transaction the supplier does not have, and which  
17 the supplier knows or should reasonably know that the supplier  
18 does not have.

19 (8) That such consumer transaction involves or does not involve  
20 a warranty, a disclaimer of warranties, or other rights, remedies,  
21 or obligations, if the representation is false and if the supplier  
22 knows or should reasonably know that the representation is false.

23 (9) That the consumer will receive a rebate, discount, or other  
24 benefit as an inducement for entering into a sale or lease in return  
25 for giving the supplier the names of prospective consumers or  
26 otherwise helping the supplier to enter into other consumer  
27 transactions, if earning the benefit, rebate, or discount is  
28 contingent upon the occurrence of an event subsequent to the time  
29 the consumer agrees to the purchase or lease.

30 (10) That the supplier is able to deliver or complete the subject of  
31 the consumer transaction within a stated period of time, when the  
32 supplier knows or should reasonably know the supplier could not.  
33 If no time period has been stated by the supplier, there is a  
34 presumption that the supplier has represented that the supplier  
35 will deliver or complete the subject of the consumer transaction  
36 within a reasonable time, according to the course of dealing or the  
37 usage of the trade.

38 (11) That the consumer will be able to purchase the subject of the  
39 consumer transaction as advertised by the supplier, if the supplier  
40 does not intend to sell it.

41 (12) That the replacement or repair constituting the subject of a  
42 consumer transaction can be made by the supplier for the estimate



the supplier gives a customer for the replacement or repair, if the specified work is completed and:

(A) the cost exceeds the estimate by an amount equal to or greater than ten percent (10%) of the estimate;

(B) the supplier did not obtain written permission from the customer to authorize the supplier to complete the work even if the cost would exceed the amounts specified in clause (A);

(C) the total cost for services and parts for a single transaction is more than seven hundred fifty dollars (\$750); and

(D) the supplier knew or reasonably should have known that the cost would exceed the estimate in the amounts specified in clause (A).

(13) That the replacement or repair constituting the subject of a consumer transaction is needed, and that the supplier disposes of the part repaired or replaced earlier than seventy-two (72) hours after both:

(A) the customer has been notified that the work has been completed; and

(B) the part repaired or replaced has been made available for examination upon the request of the customer.

(14) Engaging in the replacement or repair of the subject of a consumer transaction if the consumer has not authorized the replacement or repair, and if the supplier knows or should reasonably know that it is not authorized.

(15) The act of misrepresenting the geographic location of the supplier by listing an alternate business name or an assumed business name (as described in IC 23-0.5-3-4) in a local telephone directory if:

(A) the name misrepresents the supplier's geographic location;

(B) the listing fails to identify the locality and state of the supplier's business;

(C) calls to the local telephone number are routinely forwarded or otherwise transferred to a supplier's business location that is outside the calling area covered by the local telephone directory; and

(D) the supplier's business location is located in a county that is not contiguous to a county in the calling area covered by the local telephone directory.

(16) The act of listing an alternate business name or assumed business name (as described in IC 23-0.5-3-4) in a directory assistance data base if:

(A) the name misrepresents the supplier's geographic location;



- 1 (B) calls to the local telephone number are routinely forwarded  
2 or otherwise transferred to a supplier's business location that  
3 is outside the local calling area; and  
4 (C) the supplier's business location is located in a county that  
5 is not contiguous to a county in the local calling area.
- 6 (17) The violation by a supplier of IC 24-3-4 concerning  
7 cigarettes for import or export.
- 8 (18) The act of a supplier in knowingly selling or reselling a  
9 product to a consumer if the product has been recalled, whether  
10 by the order of a court or a regulatory body, or voluntarily by the  
11 manufacturer, distributor, or retailer, unless the product has been  
12 repaired or modified to correct the defect that was the subject of  
13 the recall.
- 14 (19) The violation by a supplier of 47 U.S.C. 227, including any  
15 rules or regulations issued under 47 U.S.C. 227.
- 16 (20) The violation by a supplier of the federal Fair Debt  
17 Collection Practices Act (15 U.S.C. 1692 et seq.), including any  
18 rules or regulations issued under the federal Fair Debt Collection  
19 Practices Act (15 U.S.C. 1692 et seq.).
- 20 (21) A violation of IC 24-5-7 (concerning health spa services), as  
21 set forth in IC 24-5-7-17.
- 22 (22) A violation of IC 24-5-8 (concerning business opportunity  
23 transactions), as set forth in IC 24-5-8-20.
- 24 (23) A violation of IC 24-5-10 (concerning home consumer  
25 transactions), as set forth in IC 24-5-10-18.
- 26 (24) A violation of IC 24-5-11 (concerning real property  
27 improvement contracts), as set forth in IC 24-5-11-14.
- 28 (25) A violation of IC 24-5-12 (concerning telephone  
29 solicitations), as set forth in IC 24-5-12-23.
- 30 (26) A violation of IC 24-5-13.5 (concerning buyback motor  
31 vehicles), as set forth in IC 24-5-13.5-14.
- 32 (27) A violation of IC 24-5-14 (concerning automatic  
33 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 34 (28) A violation of IC 24-5-15 (concerning credit services  
35 organizations), as set forth in IC 24-5-15-11.
- 36 (29) A violation of IC 24-5-16 (concerning unlawful motor  
37 vehicle subleasing), as set forth in IC 24-5-16-18.
- 38 (30) A violation of IC 24-5-17 (concerning environmental  
39 marketing claims), as set forth in IC 24-5-17-14.
- 40 (31) A violation of IC 24-5-19 (concerning deceptive commercial  
41 solicitation), as set forth in IC 24-5-19-11.
- 42 (32) A violation of IC 24-5-21 (concerning prescription drug



discount cards), as set forth in IC 24-5-21-7.

(33) A violation of IC 24-5-23.5-7 (concerning real estate appraisals), as set forth in IC 24-5-23.5-9.

(34) A violation of IC 24-5-26 (concerning identity theft), as set forth in IC 24-5-26-3.

(35) A violation of IC 24-5.5 (concerning mortgage rescue fraud), as set forth in IC 24-5.5-6-1.

(36) A violation of IC 24-8 (concerning promotional gifts and contests), as set forth in IC 24-8-6-3.

(37) A violation of IC 21-18.5-6 (concerning representations made by a postsecondary credit bearing proprietary educational institution), as set forth in IC 21-18.5-6-22.5.

(38) A violation of IC 24-5-15.5 (concerning collection actions of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.

(39) A violation of IC 24-14 (concerning towing services), as set forth in IC 24-14-10-1.

(40) A violation of IC 24-5-14.5 (concerning misleading or inaccurate caller identification information), as set forth in IC 24-5-14.5-12.

**(41) A violation of IC 32-29.5-3 (concerning principal dwelling land contracts).**

**(42) A violation of IC 32-31-11-6 (concerning errors in tenant screening reports).**

(c) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such representation thereon or therein, or who authored such materials, and such other suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false.

(d) If a supplier shows by a preponderance of the evidence that an act resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid the error, such act shall not be deceptive within the meaning of this chapter.

(e) It shall be a defense to any action brought under this chapter that the representation constituting an alleged deceptive act was one made in good faith by the supplier without knowledge of its falsity and in reliance upon the oral or written representations of the manufacturer, the person from whom the supplier acquired the product, any testing organization, or any other person provided that the source thereof is disclosed to the consumer.

(f) For purposes of subsection (b)(12), a supplier that provides



estimates before performing repair or replacement work for a customer shall give the customer a written estimate itemizing as closely as possible the price for labor and parts necessary for the specific job before commencing the work.

(g) For purposes of subsection (b)(15) and (b)(16), a telephone company or other provider of a telephone directory or directory assistance service or its officer or agent is immune from liability for publishing the listing of an alternate business name or assumed business name of a supplier in its directory or directory assistance data base unless the telephone company or other provider of a telephone directory or directory assistance service is the same person as the supplier who has committed the deceptive act.

(h) For purposes of subsection (b)(18), it is an affirmative defense to any action brought under this chapter that the product has been altered by a person other than the defendant to render the product completely incapable of serving its original purpose.

SECTION 2. IC 32-29.5 IS ADDED TO THE INDIANA CODE AS A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]:

## **ARTICLE 29.5. PRINCIPAL DWELLING LAND CONTRACTS**

### **Chapter 1. Application**

**Sec. 1. This article applies only to a principal dwelling land contract entered into after June 30, 2021.**

**Sec. 2. (a) This article applies to a seller who, in the ordinary course of the seller's business, sells real property under a principal dwelling land contract.**

**(b) For purposes of subsection (a), a seller is considered to sell real property under a principal dwelling land contract in the ordinary course of the seller's business if the seller, including one (1) or more affiliates of the seller, and whether separately or in total, has at least four (4) outstanding land contracts existing at the same time.**

**Sec. 3. This article does not apply to the following:**

**(1) A depository institution regulated by a state or federal agency, and subsidiaries owned and controlled by the depository institution.**

**(2) A first lien mortgage lender licensed under IC 24-4.4, and subsidiaries owned and controlled by the first lien mortgage lender.**

**(3) Transactions between family members.**

### **Chapter 2. Definitions**



1       **Sec. 1.** The definitions set forth in this chapter apply throughout  
2 this article.

3       **Sec. 2.** "Affiliate" means any person who directly or indirectly  
4 controls, is controlled by, or is under common control of another  
5 person.

6       **Sec. 3.** "Land contract" means a contract for the sale of real  
7 estate in which the seller of the real estate retains legal title to the  
8 real estate until the total contract price is paid by the buyer.

9       **Sec. 4. (a)** "Principal dwelling land contract" means a land  
10 contract for the sale of real property:

11           (1) designed primarily for the occupancy of one (1) to two (2)  
12 families; and

13           (2) that is or will be occupied by a buyer as the buyer's  
14 principal dwelling.

15       (b) The term does not include a land contract for the sale of:

16           (1) more than ten (10) acres of land; or

17           (2) vacant land.

18       **Chapter 3. Principal Dwelling Land Contracts and Disclosures**

19       **Sec. 1. (a)** At least ten (10) days before a principal dwelling land  
20 contract is executed by the parties, the seller shall provide the  
21 buyer with the following:

22           (1) A complete record of any liens encumbering the property,  
23 including any property tax liens or special assessment liens.

24           (2) A disclosure of any known defects that are reasonably  
25 likely to:

26               (A) materially affect the value of the property; or

27               (B) require remediation during the period of the principal  
28 dwelling contract.

29           (3) If the real property was constructed before 1978, the  
30 lead-based paint disclosure form as required by the federal  
31 EPA and HUD Real Estate Notification and Disclosure Rule.

32           (4) The annual percentage rate of the principal dwelling land  
33 contract:

34               (A) determined under; and

35               (B) disclosed in accordance with;

36 the federal Truth in Lending Act (Regulation Z; 12 CFR  
37 1026.22).

38           (5) A title search (as defined in IC 27-7-3-2) and the following  
39 statement:

40           "A title insurance policy protects your property rights in the  
41 property you are purchasing under this land contract. A title  
42 insurance policy may be obtained by contacting a title





insurance producer who can provide you with a title commitment that includes instructions on how to obtain a title insurance policy. The title producer must be contacted prior to the signing of the land contract."

(b) The principal dwelling contract shall indicate the date by which the items enumerated in this section were provided to the buyer.

**Sec. 2. A principal dwelling land contract must include the following information:**

(1) The annual percentage rate of the loan, calculated in accordance with section 1(a)(4) of this chapter.

(2) If the real property is encumbered by one (1) or more liens, a statement of the amount of the liens and an agreement by the seller that the seller shall use a specified portion of funds received from the buyer under the contract to satisfy the liens.

(3) The sales price, address, and legal description of the residential real estate that is the subject of the contract.

(4) The term of the contract expressed in years and months, and the total number of periodic payments due under the contract.

(5) The amount of any balloon payment, and when the balloon payment is due.

(6) A statement setting forth any repairs the buyer is financially responsible for making to the residential real estate that is subject to the contract.

**Sec. 3. The buyer is not bound by a principal dwelling land contract during the three (3) business days immediately following the date of execution of the contract in the contract's full and final form. At any time during the three (3) day period described in this section, the buyer may deliver to the seller a written notice of cancellation that has the legal effect of canceling the transaction. If a notice of cancellation is delivered by the buyer to the seller during the three (3) day period described in this section, the following apply:**

(1) The buyer shall, not later than twenty-four (24) hours after delivery of the notice of cancellation:

(A) surrender possession of the real estate that is the subject of the transaction back to the seller in a substantially similar condition as the buyer received it; and

(B) return any keys or other devices that may be used to access the property to the seller or the seller's agent.



(2) The seller shall, not later than two (2) business days after being placed back into possession of the real estate, return all money paid by the buyer, including any down payments, fees, or regular payments made in connection with the transaction. The buyer may not waive or remove, as applicable, the three (3) day cancellation period provided for by this section, by contract or otherwise.

Sec. 4. (a) If a principal dwelling land contract has not been cancelled pursuant to section 3 of this chapter, the principal dwelling land contract or a memorandum of that contract shall be recorded pursuant to the requirements of IC 36-2-11-20 by the seller not later than thirty (30) days after the principal dwelling land contract or a memorandum of that contract is executed and notarized.

(b) The buyer may record a principal dwelling land contract or a memorandum of that contract at any time pursuant to the requirements of IC 36-2-11-20.

SECTION 3. IC 32-31-10.5 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]:

**Chapter 10.5. Petitions to Expunge Eviction Records**

Sec. 1. This chapter applies to a person named as a defendant in an eviction action.

Sec. 2. As used in this chapter, "eviction action" means any judicial action for possession of a rental unit.

Sec. 3. As used in this chapter, "eviction action records" means all records related to an eviction action, including the landlord's petition for possession of a rental unit.

Sec. 4. As used in this chapter, "expungement" means the sealing of eviction action records from public inspection, but not from a law enforcement agency or a court.

Sec. 5. As used in this chapter, "landlord" has the meaning set forth in IC 32-31-3-3.

Sec. 6. As used in this chapter, "petitioner" means a person who files for an expungement of eviction action records under this chapter.

Sec. 7. As used in this chapter, "rental unit" has the meaning set forth in IC 32-31-3-8.

Sec. 8. (a) A person who was a defendant in an eviction action may file a petition to expunge eviction action records:

- (1) with the court in which the eviction action was filed; and
- (2) under the case number or cause number assigned to the



1           eviction action.

2           (b) A petition seeking to expunge eviction action records must  
3 be filed, verified, and include the following information:

4           (1) The petitioner's full name.

5           (2) The petitioner's date of birth.

6           (3) The petitioner's current address.

7           (4) The case number or cause number.

8           (5) A description of why the petitioner is entitled to relief.

9           A person who files a petition under this section is not required to  
10 pay a filing fee.

11           (c) The petition may include any other information the  
12 petitioner believes may assist the court.

13           Sec. 9. (a) A court shall grant a petition for expungement that  
14 meets the requirements of section 8 of this chapter without holding  
15 a hearing if any of the following apply to the eviction action:

16           (1) The landlord failed to appear at a hearing set for the  
17 eviction action or to otherwise proceed with the eviction  
18 action.

19           (2) The eviction action was dismissed.

20           (3) The landlord and the petitioner mediated, negotiated, or  
21 otherwise reached an agreement in the eviction action.

22           (4) The eviction action was decided in favor of the petitioner.

23           (5) The eviction action was decided in favor of the landlord,  
24 but was overturned or vacated on appeal.

25           (6) The petitioner was evicted for a reason not related to a  
26 breach of the rental agreement by the petitioner.

27           (7) Any monetary judgment entered against the petitioner in  
28 the eviction action was satisfied and released by the court.

29           (b) If none of the circumstances listed in subsection (a) apply to  
30 the eviction action, the petitioner bears the burden of proof in a  
31 proceeding to expunge eviction action records. The court shall  
32 order the eviction action records expunged if:

33           (1) the landlord agrees to the expungement; or

34           (2) the court finds that the expungement is in the interests of  
35 justice.

36           (c) The grant or denial of a petition for expungement under this  
37 chapter is a final appealable order.

38           Sec. 10. (a) If a court orders eviction action records expunged  
39 under this chapter, the court shall redact or permanently seal the  
40 court's own records related to the eviction action.

41           (b) If an appellate court overturned or vacated an eviction  
42 action that was decided in favor of the landlord, the appellate court



1 shall:

2 (1) redact the opinion or memorandum decision as it appears  
3 on the computer gateway administered by the office of  
4 technology so that it does not include the name of the  
5 petitioner; and

6 (2) provide a redacted copy of the opinion to any publisher or  
7 organization to whom the opinion or memorandum decision  
8 is provided after the date of the order of expungement.

9 The supreme court and the court of appeals are not required to  
10 redact, destroy, or otherwise dispose of any existing copy of an  
11 opinion or memorandum decision that includes the name of the  
12 petitioner.

13 Sec. 11. A petitioner whose eviction action records are expunged  
14 under this chapter:

15 (1) must be treated as if the eviction action had never been  
16 filed; and

17 (2) may answer truthfully to a question on a rental application  
18 that an eviction action has never been filed against the  
19 petitioner.

20 SECTION 4. IC 32-31-11 IS ADDED TO THE INDIANA CODE  
21 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
22 JULY 1, 2021]:

### 23 Chapter 11. Tenant Screening Requirements

24 Sec. 1. As used in this chapter, "applicant" means an individual  
25 who has submitted an application to a landlord for the rental of a  
26 dwelling unit.

27 Sec. 2. As used in this chapter, "landlord" means:

28 (1) the owner, lessor, or sublessor of a rental unit; or

29 (2) a person authorized to exercise any aspect of the  
30 management of a rental unit.

31 Sec. 3. As used in this chapter, "tenant screening report" means  
32 a report prepared by an agency that:

33 (1) compiles and maintains files describing an applicant's  
34 credit characteristics, rental history, or criminal history; and

35 (2) supplies ten (10) or more tenant screening reports per year  
36 to landlords in Indiana.

37 Sec. 4. A landlord must have:

38 (1) a purpose related to housing; and

39 (2) the written permission of the applicant, including the  
40 applicant's signature;

41 to obtain a tenant screening report for an applicant.

42 Sec. 5. If a landlord denies an applicant's application for the



rental of a dwelling unit based partly or completely on information in a tenant screening report, the landlord must provide the applicant with a copy of the tenant screening report and the name, address, and telephone number of the agency that supplied the tenant screening report.

Sec. 6. If an agency that provided a tenant screening report to a landlord under this chapter is notified by an applicant in writing that the tenant screening report contains an error, the agency must, within thirty (30) days of receiving notice from the applicant:

- (1) conduct an investigation;
- (2) notify the applicant if the information in the tenant screening report is correct or remove the error in the tenant screening report; and
- (3) provide written notice of the agency's determination and action to the applicant.

An agency that fails to correct an error or otherwise respond to an applicant's written notice of error under this section commits an unfair or deceptive act under IC 24-5-0.5.

SECTION 5. IC 33-23-16-6.2 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 6.2. As used in this chapter, "housing court" means a problem solving court focused on supporting tenants and landlords by:

- (1) bringing together local housing officials and professionals, local social programs, and intensive judicial monitoring;
- (2) providing eligible tenants and landlords the opportunity to mediate disputes; and
- (3) linking eligible tenants and landlords to available programs or services.

SECTION 6. IC 33-23-16-11, AS AMENDED BY P.L.161-2018, SECTION 50, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 11. A city court or county court may establish a problem solving court. A problem solving court established under this section may be: ⚡

- (1) a drug court;
- (2) a mental health court;
- (3) a family dependency drug court;
- (4) a community court;
- (5) a reentry court;
- (6) a domestic violence court;
- (7) a veterans' court; or
- (8) a housing court; or



(8) (9) any other court certified as a problem solving court by the office of judicial administration under section 17 of this chapter.

SECTION 7. IC 33-23-16-13, AS AMENDED BY P.L.95-2013, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 13. An individual is eligible to participate in a problem solving court program only if:

(1) the individual meets all of the eligibility criteria established by the board under section 12 of this chapter;

(2) the judge of the problem solving court approves the admission of the individual to the problem solving court program; and

(3) the individual is referred to the problem solving court as a result of at least one (1) of the following:

(A) A condition of a pretrial diversion program authorized by statute or authorized by the judge of the problem solving court and the prosecuting attorney.

(B) The procedure described in section 14 of this chapter.

(C) The procedure described in section 15 of this chapter.

(D) A condition of probation.

(E) A condition of participation in a community corrections program under IC 11-12-1.

(F) A condition of participation in a forensic diversion program under IC 11-12-3.7.

(G) A condition of a community transition program under IC 11-10-11.5.

(H) A condition of parole.

(I) An order in a dispositional decree under IC 31-34-20 to participate in a family dependency drug court if the individual is a parent, guardian, or another household member of a child adjudicated a child in need of services.

(J) A condition of an informal adjustment program under IC 31-37-9.

(K) Involvement in:

(i) a child support proceeding;

(ii) a mental health commitment; **or**

(iii) a civil protection proceeding;

**(iv) an eviction proceeding; or**

**(v) an emergency possessory action under IC 32-31-6 to enforce landlord or tenant obligations.**

(L) A condition of an informal adjustment program under IC 31-34-8.

(M) A condition of a misdemeanor sentence.

(N) A condition of a program authorized by the:



1 (i) judge of a problem solving court; and

2 (ii) department of correction or the county sheriff.

3 SECTION 8. IC 36-2-11-20, AS AMENDED BY P.L.127-2017,  
4 SECTION 83, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
5 JULY 1, 2021]: Sec. 20. (a) As used in this section, "contract" means  
6 an agreement for a seller to sell real estate to a purchaser that provides  
7 for the purchaser to pay the purchase price to the seller in periodic  
8 installments, with the seller retaining record title to the real estate and  
9 the purchaser acquiring equitable title to the real estate. **The term**  
10 **includes a principal dwelling land contract described under**  
11 **IC 32-29.5.**

12 (b) As used in this section, "lease" means a lease of real estate by a  
13 lessor to a lessee, over a term that is specified in a written lease  
14 agreement in consideration of the lessee's promise to pay rent to the  
15 lessor as also specified in the written lease agreement.

16 (c) As used in this section, "lessee" means a tenant that is party to  
17 a lease with a lessor.

18 (d) As used in this section, "lessor" means an owner of real property  
19 or buildings or fixtures situated on real property that enters into a lease  
20 with a lessee.

21 (e) As used in this section, "real estate" means:

22 (1) the real property that is subject to the lease or contract; or

23 (2) buildings or fixtures situated on the real property that are  
24 subject to the lease or contract.

25 (f) As used in this section, "seller" means an owner of real estate  
26 that sells the real estate to a purchaser under a contract.

27 (g) A memorandum of a lease or a memorandum of contract may be  
28 recorded in lieu of the lease or contract itself if the memorandum is  
29 executed and acknowledged by the parties and contains:

30 (1) the names of the parties;

31 (2) the ~~term~~ **duration** of the lease or contract;

32 (3) any option of the lessee to renew or extend the term of the  
33 lease or of the purchaser to renew or extend the term of the  
34 contract; and

35 (4) the specific legal description of the real estate, or a survey or  
36 plot plan authorized under subsection (i) showing the location of  
37 the real estate.

38 (h) A memorandum recorded under this section may also contain  
39 any other agreement made between the parties in the lease or contract.

40 (i) A survey or plot plan may be used in lieu of a specific legal  
41 description to describe:

42 (1) any part of a building on the real estate, if the specific legal



- 1 description of the real property on which the building is located  
2 is set forth in the memorandum, survey, or plot plan;  
3 (2) any part of the real estate that is part of a larger tract of land,  
4 if the specific legal description of the larger tract is set forth in the  
5 memorandum, survey, or plot plan; or  
6 (3) real property of the lessor or seller, if:  
7 (A) its use is restricted by the terms of the lease or contract;  
8 (B) it is located wholly within real property of the lessor or  
9 seller; and  
10 (C) the specific legal description of the real property within  
11 which it is located is set forth in the memorandum, survey, or  
12 plot plan.  
13 (j) As to the provisions contained in a memorandum recorded under  
14 this section, recording the memorandum has the same effect as  
15 recording the lease or contract itself.

