

SENATE BILL No. 280

DIGEST OF INTRODUCED BILL

Citations Affected: IC 32-31.

Synopsis: Tenant's right to make repairs. Provides that in certain circumstances, a tenant in a residential rental agreement may provide for repairs to be made to the dwelling unit and deduct the cost of the repairs from the tenant's rent.

Effective: July 1, 2014.

Breaux

January 13, 2014, read first time and referred to Committee on Civil Law.



Second Regular Session 118th General Assembly (2014)

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 2013 Regular Session and 2013 First Regular Technical Session of the General Assembly.

SENATE BILL No. 280

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 32-31-2.9-2, AS AMENDED BY P.L.22-2007,
2 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
3 JULY 1, 2014]: Sec. 2. As used in this chapter, "residential
4 landlord-tenant statute" refers to any of the following:
5 (1) IC 32-31-3.
6 (2) IC 32-31-4.
7 (3) IC 32-31-5.
8 (4) IC 32-31-6.
9 (5) IC 32-31-7.
10 (6) IC 32-31-8.
11 (7) IC 32-31-9.
12 **(8) IC 32-31-10.**
13 SECTION 2. IC 32-31-8-6 IS AMENDED TO READ AS
14 FOLLOWS [EFFECTIVE JULY 1, 2014]: Sec. 6. (a) A tenant may
15 bring an action in a court with jurisdiction to enforce an obligation of
16 a landlord under this chapter.



1 (b) A tenant may not bring an action under this chapter unless the
2 following conditions are met:

3 (1) The tenant gives the landlord notice of the landlord's
4 noncompliance with a provision of this chapter.

5 (2) The landlord has been given a reasonable amount of time to
6 make repairs or provide a remedy of the condition described in
7 the tenant's notice. The tenant may not prevent the landlord from
8 having access to the rental premises to make repairs or provide a
9 remedy to the condition described in the tenant's notice.

10 (3) The landlord fails or refuses to repair or remedy the condition
11 described in the tenant's notice.

12 (c) This section may not be construed to limit a tenant's rights under
13 IC 32-31-3, IC 32-31-5, ~~or~~ IC 32-31-6, **or IC 32-31-10.**

14 (d) If the tenant is the prevailing party in an action under this
15 section, the tenant may obtain any of the following, if appropriate under
16 the circumstances:

17 (1) Recovery of the following:

18 (A) Actual damages and consequential damages.

19 (B) Attorney's fees and court costs.

20 (2) Injunctive relief.

21 (3) Any other remedy appropriate under the circumstances.

22 (e) A landlord's liability for damages under subsection (d) begins
23 when:

24 (1) the landlord has notice or actual knowledge of noncompliance;
25 and

26 (2) the landlord has:

27 (A) refused to remedy the noncompliance; or

28 (B) failed to remedy the noncompliance within a reasonable
29 amount of time following the notice or actual knowledge;

30 whichever occurs first.

31 SECTION 3. IC 32-31-10 IS ADDED TO THE INDIANA CODE
32 AS A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE
33 JULY 1, 2014]:

34 **Chapter 10. Tenant's Right to Repair**

35 **Sec. 1. (a) This chapter applies only to a rental agreement for a**
36 **dwelling unit that is entered into or renewed after June 30, 2014.**

37 **(b) This chapter does not apply to the following:**

38 **(1) Public housing as defined in 42 U.S.C. 1437a(b) (Section**
39 **3(b) of the United States Housing Act of 1937).**

40 **(2) Owner occupied rental property having six (6) or fewer**
41 **dwelling units.**

42 **(c) This chapter does not apply if the condition requiring repair**



1 was caused by the deliberate or negligent act or omission of the
 2 tenant, a member of the tenant's family, or another person on the
 3 premises with the tenant's consent.

4 Sec. 2. The definitions in IC 32-31-3 apply throughout this
 5 chapter.

6 Sec. 3. As used in this chapter, "emergency" includes the
 7 following:

8 (1) A condition that will cause irreparable harm to the
 9 dwelling unit or any fixture attached to the dwelling unit if
 10 not immediately repaired.

11 (2) A condition that poses an immediate threat to the health
 12 or safety of an occupant of the dwelling unit or any common
 13 area.

14 Sec. 4. As used in this chapter, "law" includes any of the
 15 following:

16 (1) An Indiana statute.

17 (2) An administrative rule adopted under IC 4-22-2.

18 (3) A local ordinance or regulation.

19 Sec. 5. A waiver of the application of this chapter by a landlord
 20 or tenant, by contract or otherwise, is void.

21 Sec. 6. (a) If a repair is required to a dwelling unit under the
 22 rental agreement or under a law and the reasonable cost of the
 23 repair does not exceed the lesser of:

24 (1) five hundred dollars (\$500); or

25 (2) fifty percent (50%) of the monthly rent;

26 the tenant may notify the landlord in writing of the tenant's
 27 intention to have the repair made at the landlord's expense.

28 (b) A tenant must give notice under this chapter by registered
 29 or certified mail or other restricted delivery service to the address
 30 of the landlord or an agent of the landlord as indicated in the
 31 rental agreement. If the rental agreement does not indicate an
 32 address to which notices may be sent to the landlord, the tenant
 33 may send notice to the landlord's last known address.

34 Sec. 7. If the landlord fails to make the repair:

35 (1) not later than fourteen (14) days after being notified by the
 36 tenant as provided in this chapter; or

37 (2) more promptly as conditions require in the case of an
 38 emergency;

39 the tenant may have the repair made in a workmanlike manner
 40 and in compliance with the appropriate law.

41 Sec. 8. (a) After submitting to the landlord a paid bill from the
 42 person making the repair, the tenant may deduct from the tenant's



1 rent the amount of the bill, not to exceed the lesser of the following:

2 (1) The limits specified by section 6 of this chapter.

3 (2) The reasonable price then customarily charged for the
4 repair.

5 (b) If not clearly indicated on the bill submitted by the tenant,
6 the tenant shall also provide to the landlord in writing, at the time
7 of the submission of the bill to the landlord, the name, address, and
8 telephone number of the person who performed the repair.

9 Sec. 9. (a) The tenant is responsible for ensuring that:

10 (1) the repairs are performed in a workmanlike manner in
11 compliance with applicable law;

12 (2) the person hired by the tenant to perform the repairs holds
13 the appropriate valid license or certificate required by law to
14 make the repairs; and

15 (3) the person who performs the repairs is adequately insured
16 to cover any bodily harm or property damage that is caused
17 by the negligence or substandard performance of the repairs
18 by the person.

19 (b) The tenant is responsible for any damages to the premises
20 caused by the person hired by the tenant. A tenant may not
21 exercise the remedies provided for in this chapter if the tenant does
22 not comply with this section.

23 Sec. 10. A tenant may not assert as a defense to an action for
24 rent or eviction that rent was withheld under this chapter unless
25 the tenant meets all the requirements provided for in this chapter.

26 Sec. 11. For purposes of IC 32-28-3, IC 32-33-9, or other
27 mechanic's lien laws, repairs performed or materials furnished
28 under this chapter may not be construed as having been performed
29 or furnished under the authority or with permission of the
30 landlord.

