

SENATE BILL No. 442

DIGEST OF INTRODUCED BILL

Citations Affected: IC 32-31; IC 35-31.5-2; IC 35-43-6.2.

Synopsis: Residential landlord-tenant matters. Makes the following changes to the residential landlord-tenant statute: (1) Increases from 10 days to 14 days the time in which a tenant has to cure a failure to pay past due rent before the landlord may terminate the lease. (2) Provides that a landlord may not initiate an eviction proceeding or otherwise terminate a tenant's lease for certain alleged violations by the tenant unless the landlord provides the tenant with at least 14 days notice and the opportunity to cure the alleged violation. (3) Specifies that a landlord that seeks to terminate for any reason a lease for: (A) a tenancy at will; or (B) a tenancy of not more than three months that extends from one period to the next; must serve advance written notice on the tenant within the statutory time frames for the determination of such tenancies. (4) In the case of a one-year rental agreement for an unfurnished rental unit, prohibits a landlord from requiring a tenant to pay as a security deposit an amount that exceeds one monthly installment of rent. (5) Requires a landlord to give a tenant at least 60 days written notice before: (A) modifying the rental agreement in any way; or (B) increasing the rent. (Current law requires a landlord to give at least 30 days written notice before modifying the rental agreement in any way.) (6) Requires a landlord to give a tenant at least 48 hours advance notice of the landlord's intent to enter the tenant's dwelling unit. (Current law requires a landlord to give reasonable notice of the landlord's intent to enter a dwelling unit.) (7) Provides that, before a landlord may bring a court action to enforce a statutory obligation of a tenant, the landlord must: (A) serve written notice on the tenant of the tenant's noncompliance with the obligation; and (B) give the tenant at
(Continued next page)

Effective: Upon passage; July 1, 2020.

Melton

January 15, 2020, read first time and referred to Committee on Judiciary.



least 14 days from the date the notice is served to remedy the noncompliance. (Current law does not require the notice to be written and provides that the tenant must be given a reasonable amount of time to remedy the noncompliance.) (8) Defines: (A) "essential services" as certain utility services needed for the safe and habitable occupation by a tenant of the tenant's rental unit; and (B) "essential systems" as certain systems used to deliver essential services to a rental unit. Requires a landlord to repair or replace an essential system not later than 24 hours after being notified by a tenant that the tenant's rental unit is without essential services as a result of: (A) a malfunction in the essential system; or (B) the landlord's failure to maintain the system in good and safe working condition. (9) Provides that a tenant may enforce a statutory obligation of a landlord by: (A) providing 30 days notice to the landlord of the landlord's noncompliance with the obligation; and (B) if the landlord fails to make the repairs necessary to remedy the noncompliance, withholding from the next regular rental payment the estimated cost of the repairs and using the amount withheld to make the repairs. (10) Provides that, during the pendency of a court action brought by a tenant to enforce a statutory obligation of a landlord, the court may order the tenant to make the regular rental payments otherwise due to the landlord under the rental agreement to: (A) the clerk of the court; or (B) an attorney trust account; to be held in trust for disbursement to the prevailing party, as ordered by the court. (11) Prohibits a court or the operator of a case management system from disclosing information relating to an eviction action: (A) if the case is dismissed, or if the tenant prevails in the action or upon appeal; or (B) upon order of the court after a petition to prohibit disclosure is made by the tenant: (i) not earlier than five years after a judgment of eviction against the tenant becomes final; or (ii) at least one year after the case was filed if the case remains pending with no judgment. (12) Establishes the Indiana eviction prevention and reduction program to: (A) avoid the filing of unnecessary eviction actions; and (B) reduce the number of eviction judgments entered; with respect to residential rental units. Provides that the Indiana housing and community development authority (authority) shall administer the program. Requires the authority to establish, not later than January 1, 2021, policies and procedures to implement and administer the program. (13) Provides that a landlord that knowingly: (A) advertises for rent in Indiana; or (B) enters, or offers to enter into, a rental agreement for the lease of; a rental unit for which an enforcement authority has issued an order under the unsafe building law commits fraudulent leasing, a Class A misdemeanor.



Second Regular Session of the 121st General Assembly (2020)

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 2019 Regular Session of the General Assembly.

SENATE BILL No. 442



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 32-31-1-6 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 6. If a tenant refuses or
3 neglects to pay rent when due, a landlord may terminate the lease with
4 not less than ~~ten (10)~~ **fourteen (14)** days **written** notice to the tenant
5 ~~unless:~~ **specifying the amount of:**
6 (1) the ~~parties otherwise agreed; or rent; and~~
7 (2) **any late fees;**
8 **owed by the tenant to remedy the breach, unless** the tenant pays the
9 **rent and late fees, if any,** in full before the notice period expires.
10 SECTION 2. IC 32-31-1-7 IS AMENDED TO READ AS
11 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 7. The following form
12 of notice may be used when a tenant fails or refuses to pay rent:
13 (insert date here)
14 To (insert name of tenant):
15 You are notified to vacate the following property not more than ~~ten~~



1 regulation.

2 (B) The date by which:

3 (i) any action identified under clause (A) must be
4 initiated or completed by the tenant; or

5 (ii) the tenant must notify the landlord of the tenant's
6 intention to take any action identified under clause (A).

7 The date specified by the landlord under this clause may
8 not be less than fourteen (14) days from the date of service
9 of the notice, as determined in the manner described in
10 subsection (c).

11 (f) In the case of a tenant's refusal or failure to pay rent when
12 due, the landlord may not take an action described in subsection (c)
13 unless:

14 (1) the landlord has first served on the tenant a notice that
15 complies with section 7 of this chapter; and

16 (2) the tenant has failed to exercise the tenant's right to cure
17 under section 6 of this chapter within fourteen (14) days of the
18 date of service of the notice that complies with section 7 of this
19 chapter.

20 (g) This subsection does not apply to a violation or failure to
21 comply involving a tenant's refusal or failure to pay rent when due.
22 A landlord is not required to give more than one (1) notice under
23 subsection (c) during the term of the rental agreement for:

24 (1) a second or subsequent offense involving the same
25 violation or failure to comply on the part of the tenant that
26 occurs at any time after the expiration of the fourteen (14)
27 day period described in subsection (c); or

28 (2) the same violation or failure to comply on the part of the
29 tenant that continues after the expiration of the fourteen (14)
30 day period described in subsection (c).

31 (h) This section does not abrogate, impair, or otherwise affect
32 a landlord's right to file a petition for an emergency possessory
33 order under IC 32-31-6 with respect to a tenant's alleged violation
34 or failure to comply described in subsection (a).

35 SECTION 4. IC 32-31-1-8 IS AMENDED TO READ AS
36 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 8. (a) Except as
37 provided in subsection (b) or in sections 6 and 7.5 of this chapter,
38 a landlord that intends to terminate a lease must serve advance
39 written notice on the tenant of the landlord's intention within:

40 (1) the time set forth in section 1 of this chapter, in the case of
41 a tenancy at will; or

42 (2) the time set forth in section 4(b) of this chapter, in the case



1 **of a tenancy described in section 4(a) of this chapter.**
 2 **For purposes of this subsection, the date of service of the required**
 3 **notice is the date the notice is served in the manner set forth in**
 4 **section 9 of this chapter.**

5 **(b)** Notice is not required to terminate a lease in the following
 6 situations:

7 ~~(1)~~ **(1)** The landlord agrees to rent the premises to the tenant for a
 8 specified period of time.

9 ~~(2)~~ **(2)** The time for the determination of the tenancy is specified in
 10 the contract.

11 ~~(3)~~ **(3)** A tenant at will commits waste.

12 ~~(4)~~ **(1)** The tenant is a tenant at sufferance.

13 ~~(5)~~ **(2)** The express terms of the contract require the tenant to pay
 14 the rent in advance, and the tenant refuses or neglects to pay the
 15 rent in advance.

16 ~~(6)~~ **(3)** The landlord-tenant relationship does not exist.

17 SECTION 5. IC 32-31-1-9 IS AMENDED TO READ AS
 18 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 9. (a) Notice required
 19 under sections 1 through ~~7~~ **8** of this chapter may be served on the
 20 tenant.

21 (b) If the tenant cannot be found, notice may be served on a person
 22 residing at the premises. The person serving the notice must explain the
 23 contents of the notice to the person being served.

24 (c) If a person described in subsection (b) is not found on the
 25 premises, notice may be served by affixing a copy of the notice to a
 26 conspicuous part of the premises.

27 SECTION 6. IC 32-31-3-11.5 IS ADDED TO THE INDIANA
 28 CODE AS A NEW SECTION TO READ AS FOLLOWS
 29 [EFFECTIVE JULY 1, 2020]: **Sec. 11.5. (a) This section applies to a**
 30 **rental agreement that:**

31 **(1) is entered into or renewed after June 30, 2020;**

32 **(2) is for a rental period of one (1) year; and**

33 **(3) involves the rental of a rental unit that is unfurnished at**
 34 **the commencement of the rental period.**

35 **(b) A landlord may not require a tenant to pay as a security**
 36 **deposit an amount that exceeds one (1) monthly installment of rent**
 37 **under the rental agreement.**

38 SECTION 7. IC 32-31-5-4 IS AMENDED TO READ AS
 39 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 4. Unless otherwise
 40 provided by a written rental agreement between a landlord and tenant,
 41 a landlord shall give the tenant at least ~~thirty (30)~~ **sixty (60)** days
 42 written notice before:



- 1 (1) modifying the rental agreement **in any way; or**
 2 (2) **increasing the rent.**

3 SECTION 8. IC 32-31-5-6, AS AMENDED BY P.L.115-2007,
 4 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 5 JULY 1, 2020]: Sec. 6. (a) This section does not apply if the dwelling
 6 unit has been abandoned.

7 (b) For purposes of this section, a dwelling unit is considered
 8 abandoned if:

- 9 (1) the tenants have failed to:
 10 (A) pay; or
 11 (B) offer to pay;
 12 rent due under the rental agreement; and
 13 (2) the circumstances are such that a reasonable person would
 14 conclude that the tenants have surrendered possession of the
 15 dwelling unit.

16 An oral or written rental agreement may not define abandonment
 17 differently than is provided by this subsection.

18 (c) Except as authorized by judicial order, a landlord may not deny
 19 or interfere with a tenant's access to or possession of the tenant's
 20 dwelling unit by commission of any act, including the following:

- 21 (1) Changing the locks or adding a device to exclude the tenant
 22 from the dwelling unit.
 23 (2) Removing the doors, windows, fixtures, or appliances from
 24 the dwelling unit.
 25 (3) Interrupting, reducing, shutting off, or causing termination of
 26 any of the following to a tenant:
 27 (A) Electricity.
 28 (B) Gas.
 29 (C) Water.
 30 (D) Other essential services.

31 However, the landlord may interrupt, shut off, or terminate
 32 service as the result of an emergency, good faith repairs, or
 33 necessary construction. This subdivision does not require a
 34 landlord to pay for services described in this subdivision if the
 35 landlord has not agreed, by an oral or written rental agreement, to
 36 do so.

37 (d) A tenant may not interrupt, reduce, shut off, or cause termination
 38 of:

- 39 (1) electricity;
 40 (2) gas;
 41 (3) water; or
 42 (4) other essential services;



1 to the dwelling unit if the interruption, reduction, shutting off, or
 2 termination of the service will result in serious damage to the rental
 3 unit.

4 (e) A tenant may not unreasonably withhold consent to the tenant's
 5 landlord to enter the tenant's dwelling unit in order to:

- 6 (1) inspect the dwelling unit;
 7 (2) make necessary or agreed to:
 8 (A) repairs;
 9 (B) decorations;
 10 (C) alterations; or
 11 (D) improvements;
 12 (3) supply necessary or agreed to services; or
 13 (4) exhibit the dwelling unit to prospective or actual:
 14 (A) purchasers;
 15 (B) mortgagees;
 16 (C) tenants;
 17 (D) workers; or
 18 (E) contractors.

19 (f) A landlord may enter the dwelling unit:

- 20 (1) without notice to the tenant in the case of an emergency that
 21 threatens the safety of the occupants or the landlord's property;
 22 and
 23 (2) without the consent of the tenant:
 24 (A) under a court order; or
 25 (B) if the tenant has abandoned or surrendered the dwelling
 26 unit.

27 (g) A landlord:

- 28 (1) shall not abuse the right of entry or use a right of entry to
 29 harass a tenant;
 30 (2) **except as provided in subsection (f)**, shall give a tenant
 31 **reasonable at least forty-eight (48) hours advance** written or
 32 oral notice of the landlord's intent to enter the dwelling unit; and
 33 (3) may enter a tenant's dwelling unit only at reasonable times.

34 SECTION 9. IC 32-31-7-7 IS AMENDED TO READ AS
 35 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 7. (a) A landlord may
 36 bring an action in a court with jurisdiction to enforce an obligation of
 37 a tenant under this chapter.

38 (b) Except as provided in subsection (c), a landlord may not bring
 39 an action under this chapter unless the following conditions are met:

- 40 (1) The landlord ~~gives~~ **serves** the tenant **with written** notice of
 41 the tenant's **alleged** noncompliance with a provision of this
 42 chapter.



1 (2) The tenant ~~has been~~ is given a reasonable amount of time,
 2 **which may not be less than fourteen (14) days from the date**
 3 **of service on the tenant of the notice described in subdivision**
 4 **(1), to remedy the noncompliance. For purposes of this**
 5 **subdivision, the date of service of the notice described in**
 6 **subdivision (1) is the date the notice is served in the manner**
 7 **set forth in IC 32-31-9.**

8 (c) If the noncompliance has caused physical damage that the
 9 landlord has repaired, the landlord shall give notice specifying the
 10 repairs that the landlord has made and documenting the landlord's cost
 11 to remedy the condition described in the notice.

12 (d) A landlord is not required to comply with the notice
 13 requirements of this section to bring an action under subsection (a) if
 14 the tenant's occupancy of the rental premises has terminated.

15 (e) This section may not be construed to limit a landlord's or tenant's
 16 rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.

17 (f) If the landlord is the prevailing party in an action under this
 18 section, the landlord may obtain any of the following, if appropriate
 19 under the circumstances:

20 (1) Recovery of the following:

21 (A) Actual damages.

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

23 (2) Injunctive relief.

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

25 SECTION 10. IC 32-31-8-5 IS AMENDED TO READ AS
 26 FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 5. (a) **As used in this**
 27 **section, "essential services" means:**

28 (1) **electricity;**

29 (2) **gas;**

30 (3) **heat;**

31 (4) **water; or**

32 (5) **other services;**

33 **needed for the safe and habitable occupation by a tenant of the**
 34 **tenant's rental unit.**

35 (b) **As used in this section, "essential system" means a system,**
 36 **or one (1) or more parts or components of a system, that:**

37 (1) **is described in subsection (c)(4); and**

38 (2) **is:**

39 (A) **used for; or**

40 (B) **necessary to;**

41 **the delivery of one (1) or more essential services to a rental**
 42 **unit.**



- 1 (c) A landlord shall do the following:
- 2 (1) Deliver the rental premises to a tenant in compliance with the
- 3 rental agreement, and in a safe, clean, and habitable condition.
- 4 (2) Comply with all health and housing codes applicable to the
- 5 rental premises.
- 6 (3) Make all reasonable efforts to keep common areas of a rental
- 7 premises in a clean and proper condition.
- 8 (4) Provide and maintain the following items in a rental premises
- 9 in good and safe working condition, if provided on the premises
- 10 at the time the rental agreement is entered into:
- 11 (A) Electrical systems.
- 12 (B) Plumbing systems sufficient to accommodate a reasonable
- 13 supply of hot and cold running water at all times.
- 14 (C) Sanitary systems.
- 15 (D) Heating, ventilating, and air conditioning systems. A
- 16 heating system must be sufficient to adequately supply heat at
- 17 all times.
- 18 (E) Elevators, if provided.
- 19 (F) Appliances supplied as an inducement to the rental
- 20 agreement.
- 21 **(d) Subject to subsections (e) and (f), a landlord shall repair or**
- 22 **replace an essential system not later than twenty-four (24) hours**
- 23 **after being notified by a tenant that the tenant's rental unit is**
- 24 **without one (1) or more essential services as a result of:**
- 25 **(1) a malfunction in the essential system; or**
- 26 **(2) the landlord's failure to otherwise maintain the essential**
- 27 **system in good and safe working condition.**
- 28 **(e) The twenty-four (24) hour period set forth in subsection (d)**
- 29 **does not apply if:**
- 30 **(1) the tenant's rental unit is without one (1) or more essential**
- 31 **services:**
- 32 **(A) because of a malfunction in an essential system; and**
- 33 **(B) the malfunction is the direct result of the tenant's**
- 34 **commission of waste to the essential system or the rental**
- 35 **unit; or**
- 36 **(2) the landlord makes a good faith attempt within the**
- 37 **twenty-four (24) hour period set forth in subsection (d) to**
- 38 **undertake the needed repairs to, or replacement of, an**
- 39 **essential system through:**
- 40 **(A) the landlord's own efforts; or**
- 41 **(B) the services of:**
- 42 **(i) a contractor; or**



1 (ii) an employee or agent of the landlord;
 2 and the landlord or person described in clause (B) is unable to
 3 begin or complete the needed repairs or replacement within
 4 the twenty-four (24) hour period set forth in subsection (d).
 5 (f) Subsection (d) does not:
 6 (1) prohibit a landlord from interrupting, shutting off, or
 7 terminating one (1) or more essential services to a rental unit
 8 as needed:
 9 (A) in an emergency;
 10 (B) to make good faith repairs; or
 11 (C) for construction; or
 12 (2) require a landlord to pay for one (1) or more essential
 13 services provided to a rental unit if the landlord has not
 14 agreed to do so under the rental agreement.
 15 SECTION 11. IC 32-31-8-5.5 IS ADDED TO THE INDIANA
 16 CODE AS A NEW SECTION TO READ AS FOLLOWS
 17 [EFFECTIVE UPON PASSAGE]: Sec. 5.5. (a) In addition to, or
 18 instead of, bringing an action under section 6 of this chapter, a
 19 tenant may enforce an obligation of a landlord under this chapter
 20 by doing the following:
 21 (1) Delivering to the landlord, at least thirty (30) days before
 22 the tenant's next regular rental payment is due under the
 23 rental agreement, a written notice that includes the following:
 24 (A) A statement of the nature of the landlord's alleged
 25 failure to comply with one (1) or more requirements of this
 26 chapter.
 27 (B) A good faith estimate of the cost of any repairs or other
 28 actions necessary to remedy the conditions resulting from
 29 the landlord's alleged failure to comply.
 30 (C) A statement that, if the landlord fails to make the
 31 repairs or take the actions identified under clause (B)
 32 before the tenant's next regular rental payment is due
 33 under the rental agreement, the tenant intends to:
 34 (i) withhold from the tenant's next regular rental
 35 payment due under the rental agreement the estimated
 36 cost of the repairs or other actions identified under
 37 clause (B); and
 38 (ii) use the money withheld to make the repairs or take
 39 the actions necessary to remedy the conditions identified
 40 under clause (B).
 41 A tenant shall deliver a notice under this subdivision to the
 42 person authorized to act as agent for the owner under



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

IC 32-31-3-18(a)(2) at the address required to be disclosed for that person under IC 32-31-3-18(a).

(2) Subject to subsection (b):

(A) withholding from the tenant's next regular rental payment due under the rental agreement following delivery of the notice under subdivision (1), the estimated cost of the repairs or other actions identified under subdivision (1)(B); and

(B) using the money withheld to make the repairs or take the actions necessary to remedy the conditions identified under subdivision (1)(B);

if the landlord fails or refuses to make the repairs or take the actions necessary to remedy the condition described in the tenant's notice under subdivision (1) before the due date of the tenant's next regular rental payment following delivery of the notice under subdivision (1).

(b) A tenant:

(1) may not take any action described in subsection (a)(2) if the tenant prevents the landlord from having reasonable access to the rental premises to make any repairs or take any action necessary to remedy the condition described in the tenant's notice under subsection (a)(1) before the due date of the tenant's next regular rental payment following delivery of the notice under subsection (a)(1); and

(2) shall refund to the landlord any amount withheld under subsection (a)(2)(A) that exceeds that actual costs incurred by the tenant in making any repairs or taking any actions under subsection (a)(2)(B), by including the excess amount in the next rental payment due under the rental agreement following completion of the repairs or other actions under subsection (a)(2)(B). If no rental payments are due under the rental agreement following completion of the repairs or other actions under subsection (a)(2)(B), the landlord may withhold the amount of the excess from any security deposit due to the tenant under IC 32-31-3.

A tenant is not entitled to withhold from subsequent rental payments due under the rental agreement, or otherwise demand from the landlord, any amounts incurred by the tenant in making any repairs or taking any actions under subsection (a)(2)(B) that exceed the cost estimates for the repairs or actions set forth in subsection (a)(1)(B).

SECTION 12. IC 32-31-8-6.5 IS ADDED TO THE INDIANA



1 CODE AS A NEW SECTION TO READ AS FOLLOWS
 2 [EFFECTIVE JULY 1, 2020]: **Sec. 6.5. (a) This section applies to an**
 3 **action that is filed under section 6 of this chapter after June 30,**
 4 **2020.**

5 (b) During the pendency of an action to which this section
 6 applies, if the tenant continues to occupy the rental unit upon
 7 which the action is based, the court may issue a provisional order
 8 that requires the tenant to make regular rental payments otherwise
 9 due to the landlord under the rental agreement to:

10 (1) the clerk of the court, who shall hold the payments in trust
 11 for the parties; or

12 (2) an attorney trust account;

13 as directed by the court. The funds held by the clerk or in an
 14 attorney trust account under this subsection may not be disbursed
 15 unless the court issues an order for their disbursement.

16 (c) Subject to subsection (e), if the tenant is the prevailing party
 17 in the action under section 6 of this chapter, the tenant is entitled
 18 to a refund of payments made under an order issued by the court
 19 under subsection (b). The amount of the refund:

20 (1) shall be determined by the court after taking into
 21 consideration:

22 (A) the estimated cost of any repairs or other action
 23 necessary to remedy the condition that was the basis of the
 24 tenant's action under section 6 of this chapter;

25 (B) any expenses incurred by the tenant in undertaking any
 26 repairs or other action necessary to remedy the condition
 27 that was the basis of the tenant's action under section 6 of
 28 this chapter;

29 (C) any efforts undertaken by the landlord before or after
 30 the filing of the tenant's action under section 6 of this
 31 chapter to remedy the condition that was the basis of the
 32 tenant's action under section 6 of this chapter; and

33 (D) any other factors that justice may require; and

34 (2) shall be disbursed to the tenant upon order of the court.

35 (d) Subject to subsection (e), if the tenant is not the prevailing
 36 party in the action under section 6 of this chapter, the tenant is not
 37 entitled to a refund of any rental payments made under an order
 38 issued by the court under subsection (b), and any amounts held in
 39 trust by the clerk of the court or in an attorney trust fund shall,
 40 upon order of the court, be disbursed to the landlord and credited
 41 against the amount of the regular rental payments due to the
 42 landlord under the rental agreement during the pendency of the



1 action.

2 (e) The court may reduce the amount of:

3 (1) a refund to be disbursed to a tenant in an order under
4 subsection (c), if the court determines that the tenant
5 contributed in any way to the necessity of repairs or other
6 action needed to remedy the condition that was the basis of
7 the tenant's action under section 6 of this chapter; or

8 (2) any amounts to be disbursed to a landlord in an order
9 under subsection (d), if the court determines that the
10 landlord's failure to comply with one (1) or more of the
11 requirements of this chapter contributed in any way to the
12 necessity of repairs or other action needed to remedy the
13 condition that was the basis of the tenant's action under
14 section 6 of this chapter;

15 as justice may require.

16 SECTION 13. IC 32-31-10 IS ADDED TO THE INDIANA CODE
17 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
18 JULY 1, 2020]:

19 **Chapter 10. Disclosure of Eviction Information**

20 **Sec. 1.** The definitions in IC 32-31-3 apply throughout this
21 chapter.

22 **Sec. 2.** As used in this chapter, "rental premises" has the
23 meaning set forth in IC 32-31-7-3.

24 **Sec. 3. (a)** If a landlord files an action to evict a tenant from the
25 rental premises and:

26 (1) the action is dismissed;

27 (2) a judgment in favor of the tenant is entered by the court;
28 or

29 (3) a judgment of eviction is entered by the court against the
30 tenant and the judgment is subsequently vacated on appeal;

31 the court in which the action was filed shall order the clerk of the
32 court and the operator of any state, regional, or local case
33 management system not to disclose or permit disclosure of
34 information related to the action to any person, other than to any
35 person under a court order, or other than to a law enforcement
36 agency for an authorized law enforcement activity. The court shall
37 issue an order under this subsection at the time the action is
38 dismissed, the judgment in favor of the tenant becomes final, or the
39 opinion vacating the judgment of eviction against the tenant
40 becomes final, as applicable.

41 (b) This subsection applies if:

42 (1) a landlord files an action to evict a tenant from the rental



1 premises; and

2 (2) a judgment of eviction is entered by the court against the
3 tenant.

4 Not earlier than five (5) years after the date the judgment of
5 eviction against the tenant becomes final, the tenant may petition
6 the court in which the action was filed to prohibit disclosure of
7 information related to the eviction action to any person, other than
8 to any person under a court order, or other than to a law
9 enforcement agency for an authorized law enforcement activity.

10 (c) If:

11 (1) a landlord files an action to evict a tenant from the rental
12 premises; and

13 (2) after at least one (1) year from the date of filing:

14 (A) the case remains pending; and

15 (B) a judgment in the action has not been entered by the
16 court;

17 the tenant may petition the court in which the action was filed to
18 prohibit disclosure of information related to the eviction action to
19 any person, other than to any person under a court order, or other
20 than to a law enforcement agency for an authorized law
21 enforcement activity, while the case remains pending.

22 (d) If a court in which an eviction action was filed fails to order
23 the clerk of the court and the operator of any state, regional, or
24 local case management system to prohibit disclosure of information
25 related to the eviction action under subsection (a), the tenant may
26 petition the court in which the action was filed to prohibit
27 disclosure of information related to the eviction action to any
28 person, other than to any person under a court order, or other than
29 to a law enforcement agency for an authorized law enforcement
30 activity.

31 (e) A petition under subsection (b), (c), or (d) must set forth:

32 (1) the date the eviction action was dismissed, if applicable;

33 (2) the date of the judgment in the case, if applicable;

34 (3) the date the judgment was vacated, if applicable;

35 (4) the date of the petitioner's birth; and

36 (5) either of the following:

37 (A) The petitioner's driver's license number, state
38 identification card number, or photo exempt identification
39 card number.

40 (B) The last four (4) digits of the petitioner's Social
41 Security number.

42 (f) The court may, with respect to a petition filed under



1 subsection (b), (c), or (d):

2 (1) summarily grant the petition;

3 (2) set the matter for hearing; or

4 (3) summarily deny the petition, if the court determines that:

5 (A) the petition is insufficient; or

6 (B) based on the evidence before the court, the petitioner
7 is not entitled to have access to information related to the
8 eviction action restricted.

9 (g) If the court does not summarily grant or summarily deny a
10 petition filed under subsection (b), (c), or (d), the court shall set the
11 matter for a hearing.

12 (h) After a hearing is held under subsection (g), the court shall
13 grant the petition filed under:

14 (1) subsection (b), if the tenant is entitled to relief under
15 subsection (b);

16 (2) subsection (c), if the tenant is entitled to relief under
17 subsection (c); or

18 (3) subsection (d), if the tenant is entitled to relief under
19 subsection (a).

20 (i) If the court grants a petition filed under subsection (b), (c),
21 or (d), the court shall order the clerk of the court and the operator
22 of any state, regional, or local case management system not to
23 disclose or permit disclosure of information related to the eviction
24 action to any person, other than to any person under a court order,
25 or other than to a law enforcement agency for an authorized law
26 enforcement activity.

27 (j) For purposes of this section, an eviction action includes a
28 petition for an emergency possessory order filed by a landlord
29 under IC 32-31-6.

30 SECTION 14. IC 32-31-11 IS ADDED TO THE INDIANA CODE
31 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
32 UPON PASSAGE]:

33 **Chapter 11. Indiana Eviction Prevention and Reduction**
34 **Program**

35 **Sec. 1. The definitions in IC 32-31-3 apply throughout this**
36 **chapter.**

37 **Sec. 2. As used in this chapter, "authority" refers to the Indiana**
38 **housing and community development authority created by**
39 **IC 5-20-1-3.**

40 **Sec. 3. As used in this chapter, "program" refers to the Indiana**
41 **eviction prevention and reduction program established by section**
42 **6 of this chapter.**



1 **Sec. 4.** As used in this chapter, "residential landlord-tenant
2 statutes" refers to those statutes set forth in IC 32-31-2.9-2.

3 **Sec. 5.** For purposes of this section, an eviction action includes
4 a petition for an emergency possessory order filed by a landlord
5 under IC 32-31-6.

6 **Sec. 6. (a)** The Indiana eviction prevention and reduction
7 program is established to provide stability to Indiana's statewide
8 and local economies by:

9 (1) avoiding the filing of unnecessary eviction actions; and

10 (2) reducing the number of eviction judgments entered;

11 with respect to residential rental units in Indiana. The program
12 shall be administered by the authority.

13 **(b)** Not later than January 1, 2021, the authority shall establish
14 policies and procedures to implement and administer the program.
15 The policies and procedures established by the authority under this
16 section must ensure that the program does the following:

17 (1) Encourages early contact and communications among
18 landlords, authorized agents of landlords, and tenants when
19 disputes arise:

20 (A) under rental agreements; or

21 (B) with respect to the duties owed by landlords and
22 tenants under the residential landlord tenant statutes;

23 in order to engage in early negotiations that could avoid
24 eviction.

25 (2) Facilitates the resolution of eviction actions through
26 mediation or other methods of alternative dispute resolution.

27 (3) Ensures program participants are provided with all
28 protections to which they are entitled under the residential
29 landlord-tenant statutes.

30 (4) Establishes annual goals to do the following:

31 (A) Reduce the number of:

32 (i) eviction actions filed; and

33 (ii) eviction judgments entered;

34 with respect to residential rental units in Indiana as a
35 whole and in particular regions, communities, and
36 metropolitan statistical areas within Indiana, through the
37 program and services provided under the program. The
38 goals required by this clause must be based on data
39 collected by the authority and the authority's partners.

40 (B) Increase the housing stability of tenants who have a
41 high degree of vulnerability with respect to obtaining or
42 maintaining safe and affordable housing.



1 (5) Includes partnerships with public entities and private
 2 entities, including any of the following, to provide services
 3 under the program:

4 (A) Nonprofit or faith based organizations providing
 5 emergency housing services.

6 (B) Units of local government.

7 (C) Businesses.

8 (D) Public housing agencies.

9 (E) Social service providers.

10 (F) Affordable housing developers and providers.

11 (G) Law enforcement agencies.

12 (H) Universities.

13 (I) Other public or private entities the authority considers
 14 appropriate to partner with to accomplish the purposes of
 15 the program.

16 (c) In establishing the policies and procedures required by this
 17 section, the authority may:

18 (1) establish in one (1) or more Indiana counties a pilot
 19 program that:

20 (A) facilitates the resolution of eviction actions through
 21 mediation or other methods of alternative dispute
 22 resolution; and

23 (B) is modeled after the program established under
 24 IC 32-30-10.5 to facilitate settlement conferences in the
 25 context of residential mortgage foreclosure actions; and

26 (2) collaborate with or seek guidance from:

27 (A) other state agencies;

28 (B) the office of judicial administration created under
 29 IC 33-24-6-1; or

30 (C) any of the entities listed in subsection (b)(5).

31 Sec. 7. (a) The authority may adopt rules under IC 4-22-2,
 32 including emergency rules adopted in the manner provided by
 33 IC 4-22-2-37.1, to establish the policies and procedures required
 34 under section 6 of this chapter and to otherwise implement this
 35 chapter. Rules or emergency rules adopted by the authority under
 36 this section must take effect not later than January 1, 2021.

37 (b) Notwithstanding IC 4-22-2-37.1(g), an emergency rule
 38 adopted by the authority in the manner provided by IC 4-22-2-37.1
 39 to establish the policies and procedures required under section 6 of
 40 this chapter and to otherwise implement this chapter expires on the
 41 date a rule that supersedes the emergency rule is adopted by the
 42 authority under IC 4-22-2-24 through IC 4-22-2-36.



1 SECTION 15. IC 35-31.5-2-116.1 IS ADDED TO THE INDIANA
 2 CODE AS A NEW SECTION TO READ AS FOLLOWS
 3 [EFFECTIVE JULY 1, 2020]: **Sec. 116.1. "Enforcement authority",**
 4 **for purposes of IC 35-43-6.2, has the meaning set forth in**
 5 **IC 35-43-6.2-1.**

6 SECTION 16. IC 35-31.5-2-181.2 IS ADDED TO THE INDIANA
 7 CODE AS A NEW SECTION TO READ AS FOLLOWS
 8 [EFFECTIVE JULY 1, 2020]: **Sec. 181.2. "Landlord", for purposes**
 9 **of IC 35-43-6.2, has the meaning set forth in IC 35-43-6.2-2.**

10 SECTION 17. IC 35-31.5-2-273.7 IS ADDED TO THE INDIANA
 11 CODE AS A NEW SECTION TO READ AS FOLLOWS
 12 [EFFECTIVE JULY 1, 2020]: **Sec. 273.7. "Rental agreement", for**
 13 **purposes of IC 35-43-6.2, has the meaning set forth in**
 14 **IC 35-43-6.2-3.**

15 SECTION 18. IC 35-31.5-2-273.9 IS ADDED TO THE INDIANA
 16 CODE AS A NEW SECTION TO READ AS FOLLOWS
 17 [EFFECTIVE JULY 1, 2020]: **Sec. 273.9. "Rental unit", for purposes**
 18 **of IC 35-43-6.2, has the meaning set forth in IC 35-43-6.2-4.**

19 SECTION 19. IC 35-31.5-2-328.2 IS ADDED TO THE INDIANA
 20 CODE AS A NEW SECTION TO READ AS FOLLOWS
 21 [EFFECTIVE JULY 1, 2020]: **Sec. 328.2. "Tenant", for purposes of**
 22 **IC 35-43-6.2, has the meaning set forth in IC 35-43-6.2-5.**

23 SECTION 20. IC 35-43-6.2 IS ADDED TO THE INDIANA CODE
 24 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
 25 JULY 1, 2020]:

26 **Chapter 6.2. Fraudulent Leasing**

27 **Sec. 1. As used in this chapter, "enforcement authority" has the**
 28 **meaning set forth in IC 36-7-9-2.**

29 **Sec. 2. As used in this chapter, "landlord" has the meaning set**
 30 **forth in IC 32-31-3-3.**

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

33 **Sec. 4. As used in this chapter, "rental unit" has the meaning set**
 34 **forth in IC 32-31-3-8.**

35 **Sec. 5. As used in this chapter, "tenant" has the meaning set**
 36 **forth in IC 32-31-3-10.**

37 **Sec. 6. A landlord that knowingly:**

38 **(1) advertises for rent in Indiana a rental unit that the**
 39 **landlord:**

40 **(A) knows; or**

41 **(B) by the exercise of due diligence, should know;**

42 **is part of an unsafe building (as described in IC 36-7-9-4) for**



1 **which an enforcement authority has issued an order under**
2 **IC 36-7-9; or**
3 **(2) enters into a rental agreement, or offers to enter into a**
4 **rental agreement, with a tenant for the lease of a rental unit**
5 **in Indiana that the landlord:**
6 **(A) knows; or**
7 **(B) by the exercise of due diligence, should know;**
8 **is part of an unsafe building (as described in IC 36-7-9-4) for**
9 **which an enforcement authority has issued an order under**
10 **IC 36-7-9;**
11 **commits fraudulent leasing, a Class A misdemeanor. However, the**
12 **offense is a Level 6 felony if the person has a prior unrelated**
13 **conviction under this section.**
14 **SECTION 21. An emergency is declared for this act.**

