

SENATE BILL No. 254

DIGEST OF INTRODUCED BILL

Citations Affected: IC 32-31; IC 34-30-2-158.

Synopsis: Lease protections for domestic violence victims. Provides that a tenant who is a victim or an alleged victim of a crime involving domestic or family violence, a sex offense, or stalking may have the locks of the tenant's dwelling unit changed at the tenant's cost. Prohibits a landlord from taking certain actions related to such a tenant. Provides that such a tenant is entitled to terminate the tenant's rights and obligations under the rental agreement under certain circumstances. Provides immunity from civil liability to a landlord and to a tenant for taking certain actions under the statute.

Effective: July 1, 2006.

Becker

January 9, 2006, read first time and referred to Committee on Judiciary.

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Second Regular Session 114th General Assembly (2006)

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 2005 Regular Session of the General Assembly.

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SENATE BILL No. 254



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 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2006]: Sec. 2. As used in this
3 chapter, "residential landlord-tenant statute" refers to any of the
4 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 SECTION 2. IC 32-31-9 IS ADDED TO THE INDIANA CODE AS
13 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
14 1, 2006]:

15 **Chapter 9. Rights of Tenants Who Are Victims of Certain**
16 **Crimes**

17 **Sec. 1. (a) This chapter applies only to a rental agreement**



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entered into or renewed after June 30, 2006.

(b) This chapter applies to a landlord or tenant only with respect to a rental agreement that was entered into or renewed after June 30, 2006.

(c) A waiver of this chapter by a landlord or tenant, including a former tenant, by contract or otherwise, is void.

Sec. 2. Except as otherwise provided in this chapter, the definitions in IC 32-31-3 apply throughout this chapter.

Sec. 3. As used in this chapter, "applicable offense" refers to any of the following:

- (1) A crime involving domestic or family violence (as defined in IC 35-41-1-6.5).
- (2) A sex offense under IC 35-42-4.
- (3) Stalking under IC 35-45-10.

Sec. 4. As used in this chapter, "dwelling unit" has the meaning set forth in IC 32-31-5-3.

Sec. 5. As used in this chapter, "perpetrator" refers to an individual who has committed or is alleged to have committed an applicable offense.

Sec. 6. As used in this chapter, "protected individual" refers to a tenant or an applicant for a lease who is a victim of, or an alleged victim of, an applicable offense.

Sec. 7. (a) A landlord may not terminate a lease, refuse to renew a lease, refuse to enter into a lease, or retaliate against a tenant substantially because:

- (1) a tenant;
- (2) an applicant to lease a dwelling unit; or
- (3) an individual who is a member of the tenant's or applicant's household;

is a protected individual.

(b) A landlord may not refuse to enter into a lease or retaliate against a tenant substantially because:

- (1) a tenant;
- (2) an applicant to lease a dwelling unit; or
- (3) an individual who is a member of the tenant's or applicant's household;

has terminated a rental agreement as a protected individual under section 11 of this chapter.

Sec. 8. (a) This section applies if the perpetrator is not a tenant of the dwelling unit.

(b) Upon the oral or written notice of a tenant that the tenant is a protected individual, the landlord shall:

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1 (1) change the locks of the tenant's dwelling unit; or
 2 (2) permit the tenant to change the locks of the tenant's
 3 dwelling unit;
 4 not later than forty-eight (48) hours after the tenant gives notice
 5 under this section.

6 (c) The tenant is not required to give the landlord sufficient
 7 evidence that the tenant is a protected individual.

8 Sec. 9. (a) This section applies if the perpetrator is also a tenant
 9 of the dwelling unit with a tenant who is a protected individual.

10 (b) If a tenant who is a protected individual provides the
 11 landlord with a copy of a court order that requires the perpetrator
 12 to stay away from the tenant's dwelling unit, the landlord shall:

13 (1) change the locks of the dwelling unit; or
 14 (2) permit the tenant to change the locks of the dwelling unit;
 15 not later than seventy-two (72) hours after the tenant gives the
 16 landlord a copy of the court order under this section.

17 (c) Unless the court order allows the perpetrator to return to the
 18 dwelling unit to retrieve the perpetrator's personal property, the
 19 landlord may not by any act provide the perpetrator access to the
 20 dwelling unit.

21 (d) A landlord who acts under this section is immune from civil
 22 liability to the perpetrator for:

23 (1) exclusion of the perpetrator from the dwelling unit; or
 24 (2) loss of use of or damage to the perpetrator's personal
 25 property in the dwelling unit.

26 (e) A perpetrator who has been excluded from a dwelling unit
 27 under this section remains liable under the lease with all other
 28 tenants of the dwelling unit for rent or damages to the dwelling
 29 unit as provided in the lease.

30 Sec. 10. (a) A tenant who requests a change of locks under
 31 section 8 or 9 of this chapter shall pay the landlord the expense of
 32 changing the locks.

33 (b) If the landlord fails to change the locks within the time set
 34 forth in section 8(b) or 9(b) of this chapter, the tenant may change
 35 the locks without the landlord's permission.

36 (c) If a tenant changes the locks of the dwelling unit with the
 37 permission of the landlord under section 8(b) or 9(b) of this
 38 chapter, the tenant shall give a key to the new locks to the landlord
 39 not later than forty-eight (48) hours after the locks are changed.

40 Sec. 11. (a) A tenant who is a protected individual may
 41 terminate the tenant's rights and obligations under the rental
 42 agreement by providing the landlord with a written notice of

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termination that complies with this section.

(b) A protected individual must give written notice of termination under this section to the landlord at least thirty (30) days before the termination date stated in the notice.

(c) The notice required by subsection (b) must include at least one (1) of the following:

- (1) A copy of an order of protection issued by a court under IC 34-26-5.
- (2) A criminal order that restrains a person from contact with the protected individual.
- (3) An address confidentiality program card issued under IC 5-26.5 to the protected individual or a minor member of the protected individual's household.
- (4) If the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan. The safety plan must satisfy the following:
 - (A) The plan must be dated during the term of the tenancy to be terminated.
 - (B) The plan must be provided by an accredited domestic violence or sexual assault program.
 - (C) The plan must recommend relocation of the protected individual.

(d) If a protected individual's rights and obligations under a rental agreement are terminated under this section, the protected individual is liable for the rent due under the rental agreement:

- (1) prorated to the effective date of the termination; and
- (2) payable at the time when payment of rent would have been required under the rental agreement.

A protected individual whose rights and obligations under a rental agreement are terminated under this section is not liable for any other rent or fees due only to the early termination of the protected individual's rights and obligations under the rental agreement. If a protected individual terminates the rental agreement at least fourteen (14) days before the individual first occupies the dwelling unit, the individual is not subject to any damages or penalties.

Sec. 12. Notwithstanding:

- (1) the termination of a protected individual's rights and obligations under a rental agreement under this chapter; or
- (2) the exclusion of a perpetrator of an applicable offense from a dwelling unit under this chapter;

the rights and obligations of other tenants of the dwelling unit under the rental agreement continue unaffected.

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1 **Sec. 13. A perpetrator who is a tenant who is excluded from the**
2 **dwelling unit under a court order remains liable under the lease**
3 **with other tenants for rent and for the cost of damages to the**
4 **dwelling unit.**

5 SECTION 3. IC 34-30-2-158 IS ADDED TO THE INDIANA
6 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
7 [EFFECTIVE JULY 1, 2006]: **Sec. 158. IC 32-31-9-9(d) and**
8 **IC 32-31-9-11(d). (Concerning the liability of landlords and tenants**
9 **under residential rental agreements in certain situations.)**

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