

Conditions in Your Rental Home

What is a Warrant of Habitability?

This is basically a promise that the landlord will keep a rental home in such a condition that the home can be safely lived in. The tenant also must keep the rental home in a livable condition.

Both landlords and tenants have certain obligations to keep rental property in good condition. Indiana has a law that applies to lease agreements entered after June 30, 2002. Under this law, the landlord and tenant must do the following:

Landlord's Obligations:

The landlord must:

- Give the rental premises to the tenant as stated in the lease, and in a safe, clean and habitable condition.
- Comply with all health and housing codes that apply to the rental premises.
- Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.
- Provide and maintain the following items in good and safe working condition (if the items were provided on the premises when the rental agreement is entered into):
 - Electrical systems

- Plumbing systems (sufficient to provide reasonable supply of hot and cold water at all times)
- Heating, ventilating and air conditioning systems (heat must be sufficient to adequately supply heat at all times)
- Elevators, if provided
- Appliances supplied to encourage the tenant to enter into the rental agreement.

What if the landlord does not do these things?

If the landlord does not meet these obligations, then the tenant can file a lawsuit in court against the landlord. Before filing a lawsuit, however, the tenant must first give the landlord notice that the landlord has not met the obligation and give the landlord a reasonable amount of time to fix the problem. The tenant must also give the landlord access to the rental unit so that the landlord can fix the problem.

If the landlord fails or refuses to fix the problem, then the tenant can sue. If the tenant wins, the court can order the landlord to fix the problem, can award the tenant damages, attorney fees and court costs, and can issue any other appropriate remedy.

The tenant can also contact the local Board of Health. That agency might be able to make the landlord fix the problem.

Tenant's Obligations:

The tenant must:

- Comply with obligations imposed on a tenant by health and housing codes.
- Keep the areas of the rental premises reasonably clean.
- Not deface, damage, destroy or remove any part of the rental premises.
- Follow all reasonable rules and regulations of the rental property.
- When moving out, deliver the rental premises to the landlord in a clean and proper condition.
- Use the following items in a reasonable manner:
 - Electrical systems
 - Plumbing
 - Sanitary systems
 - Heating, ventilating, and air conditioning systems
 - Elevators, if provided
 - Facilities and appliances of the rental premises

What if the tenant does not do these things?

If the tenant does not meet these obligations, the landlord can sue the tenant for damages and attorney fees and other appropriate relief. First, the landlord must give the tenant notice of the problem and reasonable time to fix the problem.

My lease says this law does not apply to my rental home. Is this true?

No. Neither the landlord nor the tenant can waive this law. This means that the law applies even if the lease agreement says it does not.

I am renting my home, but I have an option to buy my home. Does this law apply to me?

No. The law does not apply to a rental agreement that also gives you an option to buy the home.

What can I do if the landlord has not followed this law?

If you believe there is a problem in your rental home that the landlord should fix, first you should send a letter to the landlord explaining the problem and asking the landlord to fix the problem. You should put the date on the letter, and keep a copy of the letter for yourself. If the landlord does not fix the problem in a reasonable amount of time, then you may want to consider taking your landlord to court. (Make sure you have given the landlord access to your rental home to fix the problem).

You might be able to get an attorney to represent you without charging you a fee, because if you win your case the landlord can be ordered to pay your attorney fees.

What else can I do if the conditions in my rental home are bad?

You can contact your local Board of Health/Code Enforcement office to complain about the conditions in your rental home. In general, you should continue to pay your rent even if the conditions in your home are bad. If you do not pay your rent, you could be evicted. If you are thinking about withholding rent, you should first contact an attorney.

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**TO SUBMIT AN APPLICATION
FOR LEGAL ASSISTANCE,
CALL ILS INTAKE:**

Anderson:
1-877-323-6260

Bloomington:
1-877-323-6260

Evansville:
1-877-323-6260

Fort Wayne:
1-877-323-6260

Gary:
1-219-886-3161

Hammond:
1-219-853-2360

Indianapolis:
1-317-631-9410 or
1-800-869-0212

Lafayette:
1-765-423-5327 or
1-800-382-7581

New Albany:
1-812-945-4123 or
1-800-892-2776

South Bend:
1-574-234-8121 or
1-800-288-8121

Español 1-877-323-6260

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Laws and Policies change. Please look at the last revised date to make sure the information is still current.

Information Available on the web
www.indianajustice.org

