

# SENATE BILL No. 359

---

## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-31.

**Synopsis:** Landlord-tenant relations. Amends the statute concerning landlord-tenant relations as follows: (1) Specifies that the notice from a landlord to a tenant of the 10 day period in which a tenant may cure a failure to pay past due rent before the landlord may terminate the lease must: (A) be in writing; and (B) specify the amount of rent and any late fees owed by the tenant to remedy the breach. (Current law does not require the notice of a tenant's right to cure to be in writing or to specify the amount of rent and late fees owed.) (2) Provides that with respect to a rental agreement that is subject to the residential landlord-tenant statutes, 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 10 days written 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) With respect to a rental agreement that is subject to the residential landlord-tenant statutes, provides that: (A) before entering into or renewing a rental agreement with a tenant after June 30, 2020, the landlord shall reduce the rental agreement to writing and provide the tenant with a copy of the rental agreement that sets forth the terms and conditions concerning the use and occupancy of the rental unit, including certain specified information; and (B) at the time of consummation of the rental agreement, the landlord shall obtain the signature of each tenant  
(Continued next page)

**Effective:** July 1, 2020.

---

---

## Merritt

---

---

January 13, 2020, read first time and referred to Committee on Judiciary.

---

---



Digest Continued

responsible for paying rent under the rental agreement and shall furnish each such tenant with a copy of the written and signed rental agreement. (5) With respect to a rental agreement that is subject to the residential landlord-tenant statutes, 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.)



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. 359



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) days **written** notice to the tenant ~~unless:~~  
5 **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 (10) days after you receive this notice unless you pay the **rent listed**  
 2 **amounts** due on the property within ten (10) days: (insert description  
 3 of property here). **Your current balance is: (insert itemized account**  
 4 **balance here). Your balance must be paid on or before the**  
 5 **expiration of the ten (10) day period provided for in this notice. If**  
 6 **the balance is not paid on or before the expiration of the ten (10)**  
 7 **day period provided for in this notice, your rental agreement will**  
 8 **terminate.**

9 (insert name of landlord here)

10 SECTION 3. IC 32-31-1-7.5 IS ADDED TO THE INDIANA CODE  
 11 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
 12 1, 2020]: **Sec. 7.5. (a) This section applies with respect to a rental**  
 13 **agreement that under IC 32-31-2.9-3 is subject to the residential**  
 14 **landlord-tenant statutes set forth in IC 32-31-2.9-2.**

15 **(b) This section applies if a landlord seeks to take an action**  
 16 **described in subsection (d) because of a tenant's alleged:**

17 **(1) violation of, or failure to comply with, the rental**  
 18 **agreement; or**

19 **(2) failure to comply with an obligation set forth in**  
 20 **IC 32-31-7.**

21 **(c) The definitions in IC 32-31-3 apply throughout this section.**

22 **(d) Subject to subsection (g), a landlord may not:**

23 **(1) initiate a proceeding to evict a tenant from the rental**  
 24 **premises (as defined in IC 32-31-7-3); or**

25 **(2) otherwise terminate the lease of a tenant;**

26 **for an alleged violation or failure to comply described in subsection**  
 27 **(b) unless the landlord serves written notice on the tenant of the**  
 28 **landlord's intention to take the action described in subdivision (1)**  
 29 **or (2), as applicable, at least ten (10) days before taking the action**  
 30 **described in subdivision (1) or (2). For purposes of this subsection,**  
 31 **the date of service of the required notice is the date the notice is**  
 32 **served in the manner set forth in section 9 of this chapter.**

33 **(e) If a landlord intends to take an action described in**  
 34 **subsection (d) for a tenant's refusal or failure to pay rent when**  
 35 **due, a notice that complies with section 7 of this chapter satisfies**  
 36 **the notice requirement under subsection (d).**

37 **(f) Except as provided in subsection (e), the notice required**  
 38 **under subsection (d) must:**

39 **(1) notify the tenant of the landlord's intention to take the**  
 40 **action described in subsection (d)(1) or (d)(2), as applicable;**  
 41 **and**

42 **(2) set forth the following:**



- 1           **(A) Any action that the tenant may take to remedy or cure**  
 2           **the alleged violation or failure to comply, as permitted**  
 3           **under the rental agreement or any applicable law or**  
 4           **regulation.**
- 5           **(B) The date by which:**
- 6               **(i) any action identified under clause (A) must be**  
 7               **initiated or completed by the tenant; or**
- 8               **(ii) the tenant must notify the landlord of the tenant's**  
 9               **intention to take any action identified under clause (A).**
- 10           **The date specified by the landlord under this clause may**  
 11           **not be less than ten (10) days from the date of service of the**  
 12           **notice, as determined in the manner described in**  
 13           **subsection (d).**
- 14           **(g) In the case of a tenant's refusal or failure to pay rent when**  
 15           **due, the landlord may not take an action described in subsection**  
 16           **(d) unless:**
- 17               **(1) the landlord has first served on the tenant a notice that**  
 18               **complies with section 7 of this chapter; and**
- 19               **(2) the tenant has failed to exercise the tenant's right to cure**  
 20               **under section 6 of this chapter within ten (10) days of the date**  
 21               **of service of the notice that complies with section 7 of this**  
 22               **chapter.**
- 23           **(h) This subsection does not apply to a violation or failure to**  
 24           **comply involving a tenant's refusal or failure to pay rent when due.**  
 25           **A landlord is not required to give more than one (1) notice under**  
 26           **subsection (d) during the term of the rental agreement for:**
- 27               **(1) a second or subsequent offense involving the same**  
 28               **violation or failure to comply on the part of the tenant that**  
 29               **occurs at any time after the expiration of the ten (10) day**  
 30               **period described in subsection (d); or**
- 31               **(2) the same violation or failure to comply on the part of the**  
 32               **tenant that continues after the expiration of the ten (10) day**  
 33               **period described in subsection (d).**
- 34           **(i) This section does not abrogate, impair, or otherwise affect a**  
 35           **landlord's right to file a petition for an emergency possessory**  
 36           **order under IC 32-31-6 with respect to a tenant's alleged violation**  
 37           **or failure to comply described in subsection (b).**
- 38           **SECTION 4. IC 32-31-1-8 IS AMENDED TO READ AS**  
 39           **FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 8. (a) Except as**  
 40           **provided in subsection (b) or in sections 6 and 7.5 of this chapter,**  
 41           **a landlord that intends to terminate a lease must serve advance**  
 42           **written notice on the tenant of the landlord's intention within:**



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

3           **(2) the time set forth in section 4(b) of this chapter, in the case**  
 4           **of a tenancy described in section 4(a) of this chapter.**

5           **For purposes of this subsection, the date of service of the required**  
 6           **notice is the date the notice is served in the manner set forth in**  
 7           **section 9 of this chapter.**

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

10           **(1) The landlord agrees to rent the premises to the tenant for a**  
 11           **specified period of time.**

12           **(2) The time for the determination of the tenancy is specified in**  
 13           **the contract.**

14           **(3) A tenant at will commits waste.**

15           **(4) (1) The tenant is a tenant at sufferance.**

16           **(5) (2) The express terms of the contract require the tenant to pay**  
 17           **the rent in advance, and the tenant refuses or neglects to pay the**  
 18           **rent in advance.**

19           **(6) (3) The landlord-tenant relationship does not exist.**

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

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

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

30           **SECTION 6. IC 32-31-5-3.5 IS ADDED TO THE INDIANA CODE**  
 31           **AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY**  
 32           **1, 2020]: Sec. 3.5. (a) Before entering into or renewing a rental**  
 33           **agreement with a tenant after June 30, 2020, the landlord shall**  
 34           **reduce the rental agreement to writing and provide the tenant with**  
 35           **a copy of the rental agreement that sets forth the terms and**  
 36           **conditions concerning the use and occupancy of the rental unit,**  
 37           **including at least the following information:**

38           **(1) The name, address, and telephone number of the landlord,**  
 39           **including the name, address, and telephone number of any**  
 40           **person authorized to exercise any aspect of the management**  
 41           **of the premises, including a person who directly or indirectly:**

42           **(A) acts as a rental agent; or**



- 1           **(B) receives rent or any part of the rent;**  
 2           **as described in IC 32-31-3-3(2).**  
 3           **(2) The name and telephone number of each tenant**  
 4           **responsible for paying rent under the rental agreement.**  
 5           **(3) The address of the rental unit.**  
 6           **(4) The term of the rental agreement, including information**  
 7           **concerning the notice required to be given by either party, in**  
 8           **accordance with law, if the rental agreement:**  
 9               **(A) will not be renewed by that party upon the expiration**  
 10              **of the term; or**  
 11              **(B) will be terminated by that party before the expiration**  
 12              **of the term.**  
 13           **(5) The amount of rent due under the rental agreement,**  
 14           **including information as to:**  
 15               **(A) the intervals at which the rent is due;**  
 16               **(B) one (1) or more methods by which the tenant may**  
 17               **make payments of the amounts due; and**  
 18               **(C) any late fees or penalties that apply if the tenant**  
 19               **refuses or fails to pay rent when due.**  
 20           **(6) The responsibility of the landlord or tenant for paying for**  
 21           **utility services provided to the rental unit.**  
 22           **(7) A statement of:**  
 23               **(A) the landlord's obligations under IC 32-31-8; and**  
 24               **(B) the tenant's obligations under IC 32-31-7.**  
 25           **(8) Any other terms and conditions concerning the use and**  
 26           **occupancy of the rental unit to which the landlord and tenant**  
 27           **agree.**  
 28           **(b) The landlord shall obtain the signature of each tenant**  
 29           **described in subsection (a)(2) on the written rental agreement**  
 30           **required under subsection (a) and shall furnish each tenant**  
 31           **described in subsection (a)(2) with a copy of the written and signed**  
 32           **rental agreement at the time of consummation of the rental**  
 33           **agreement.**  
 34           SECTION 7. IC 32-31-5-4 IS AMENDED TO READ AS  
 35           FOLLOWS [EFFECTIVE JULY 1, 2020]: Sec. 4. Unless otherwise  
 36           provided by a written rental agreement between a landlord and tenant,  
 37           a landlord shall give the tenant at least ~~thirty (30)~~ **sixty (60)** days  
 38           written notice before:  
 39               **(1) modifying the rental agreement in any way; or**  
 40               **(2) increasing the rent.**

