

## Landlord & Tenant Housing Relations Booklet

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**Elkhart, IN 46516**

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**[www.elkhartindiana.org/fair-housing](http://www.elkhartindiana.org/fair-housing)**

**574-322-4431**

**574-294-5471 Ex 1014**

**Relay Indiana 711**

**This booklet is provided as a courtesy of the  
City of Elkhart Human Relations.**

**It is provided for  
informational purposes only.  
Please contact an attorney for  
legal advice.**

## **DISCLAIMER**

**This booklet is NOT legal advice.**

**A contract between a landlord and a tenant is legally binding. Any issues regarding compliance are to be processed through Elkhart County Superior Court 5. Retaining an attorney is at the individual's discretion.**

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## HOUSING DISCRIMINATION / FAIR HOUSING

**Title VIII of the federal Fair Housing Act of 1968 as amended prohibits discrimination in housing based on the following:**

- \* **Race** (e.g., Hair texture, skin color/complexion, facial features)
- \* **Color** (e.g., Pigment, complexion, skin shade, tone, darkness/lightness)
- \* **National Origin** (e.g., “From” non-US country, ethnicity, expression of ethnicity, accent, limited English proficiency)
- \* **Religion** (e.g., Buddhism, Christianity, Hinduism; or, other ethical/moral beliefs)
- \* **Disability** (e.g., Landlords cannot ask about physical/mental disability, illness, medical records)
- \* **Familial Status** (e.g., Presence of at least one child under 18 years old, pregnant, in the process of child adoption or custody)
- \* **Sex** (e.g., Sex, gender, sexual orientation)

**Landlords may not take any of the following actions based on the above protected categories.**

- \* Refuse to rent a dwelling;
- \* Print or publish any notice or advertisement that suggest a preference on a group characteristics;
- \* Setting different terms, conditions, privileges for the rental of a dwelling;
- \* Refusing to accommodate the needs of disabled tenants, such as allowing service animals;
- \* Provide different housing services or facilities.
- \* Terminate a tenancy for a discriminatory reason.

**If you feel that you have experienced discrimination while trying to rent a home or apartment, you can file a complaint with Elkhart Human Relations/Fair Housing.**

## HUMAN RELATIONS / FAIR HOUSING

Elkhart Human Relations / Fair Housing is made up of five (5) commissioners who are appointed by the Mayor. The Commission's goal is to eliminate prohibited practices of discrimination in housing transactions including unimproved real estate on the basis of Race, Skin Color, National Origin, Religion, Mental and Physical Disability, Family Status, and Gender (including Sex, Sexual Orientation, and Gender Identity).

Check out our website: [www.elkhartindiana.org/fair-housing](http://www.elkhartindiana.org/fair-housing)

### ***You'll find:***

- ⇒ **Our Monthly Newsletter**
- ⇒ **Our Meeting Schedule**
- ⇒ **Our Rules and Regulations**
- ⇒ **Our Events Calendar**



## TOP TIPS FOR RENTER SUCCESS

- ◇ Inspect or walk through your potential new house/apartment before renting
- ◇ Take photos of the unit when you move in and move out
- ◇ Read the lease before you sign it
- ◇ Keep a copy of the lease
- ◇ Get everything in writing
- ◇ Protect your privacy rights
- ◇ Talk to your landlord
- ◇ Consider purchasing renter's insurance
- ◇ Prioritize paying the rent
- ◇ Keep rental receipts and copies of your documents
- ◇ Do not withhold rent if the landlord is not making repairs
- ◇ Survivors of Domestic Violence have additional Protections
- ◇ Eviction ALWAYS requires a court process to be official

## LANDLORD-TENANT RELATIONS OVERVIEW

Landlords may select prospective tenants based on any criteria, as long as their decisions comply with fair housing laws and are based on legitimate business criteria. For example, a landlord is entitled to reject someone with poor credit history, insufficient income, or past criminal behavior. **Landlords must adhere to the same application standards and requirements for all tenants.**

### As a landlord you should:

- Deliver the rental premises to a tenant in compliance with the lease agreement, and in safe, clean and habitable condition.
- Comply with all health and housing codes applicable to the rental premises.
- Make all reasonable efforts to keep common areas of a rental premises clean and proper condition.
- Provide and maintain appliances, elevators, electrical, plumbing, heating/venting/air conditioning and sanitary systems in a rental premises in good and safe working condition, if provided on premises at time of lease agreement.

### As a tenant you should:

- Comply with all obligations imposed on a tenant by applicable provisions of health and housing codes.
- Keep the areas of the rental premises occupied or used by the tenant reasonably clean.
- Use appliances, elevators, electrical, plumbing, heating/venting/air conditioning and sanitary systems in a reasonable manner.
- Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises.
- Comply with all reasonable rules and regulations in lease agreement. If lease agreement is amended, tenant shall also comply to those rules and regulations.
- Ensure that each smoke detector installed in the rental premises remains functional.

**Before you move into** a rented Home or Apartment, be sure to do a walk through with the owner or property manager. Why? Because when you move out, the landlord may attempt to charge you for "damages" to the unit. What defines damages is often contested and the tenant, unless they have a move-in-checklist and pictures, may lose out in court.

**When you move out** a general rule of thumb to remember- are you leaving the unit in the same condition as when you moved in? Again take pictures and have the landlord or property manager agree to the condition. Same when you leave.

**A landlord can only withhold for damages** in amounts that are deemed reasonable for the damage claimed. If a defect existed before you moved in, you should not be charged for that particular problem. The **importance of pictures and a move-in checklist** cannot be stressed enough. "*Normal wear and tear*" is a vague term and means different things to different people. So protect yourself.

**A lease agreement** are the rules you agree to live by while renting a dwelling. It can be a written or an oral agreement. A lease is a legally binding document, which contains rights and responsibilities of the landlord and the tenant.

**A lease should contain the following:**

- ◆ address of dwelling unit
- ◆ landlord & tenant (s) names and signatures
- ◆ the starting and ending dates of lease
- ◆ the amount of rent
- ◆ pet deposit/pet rent
- ◆ when rent is due and late fees
- ◆ who pays the utilities
- ◆ the amount of any deposit and the conditions for return of the deposit
- ◆ the name of the person who is responsible for repairs and damages to the property
- ◆ move-in and move-out property inspections
- ◆ a list of all persons that will be living in the dwelling



A good lease will contain all of these things but does not have to contain all of them to be **legally binding** by the parties. **Be sure you understand the lease before you sign it.**

## LANDLORD-TENANT COMMON QUESTIONS

### How much of a deposit can a landlord charge?

There are no rules in the State of Indiana governing how much deposit landlords can charge.

### Can the landlord charge pet rent in addition to a pet deposit?

Yes. There is no law prohibiting a landlord from charging an extra fee as a pet deposit or prohibiting a landlord from charging an extra fee each month for a pet. This additional fee may be considered pet rent. The pet deposit and/or the monthly pet rent may be **NON-REFUNDABLE**. Be sure you understand the terms of lease before you sign it or verbally commit to it.

### What is a service animal or support animal?

Service animals have been trained to perform tasks that assist people with disabilities. Service animals may also be referred to as assistance animals, emotional support animals, or helper animals. Service or support animals are not pets. Fees cannot be charged for having service or emotional support animals in a rental.

### The pet rent/deposit may be:

- Permitted by state law
- Any amount agreed to by you and your landlord
- Non-discriminatory
- Non-refundable
- In addition to your security deposit
- Based on the size, number, or type of pet (s)

### Do I need to save my receipts?

Yes, a receipt is your protection should the landlord claim that you are behind in your rent and takes you to Small Claims Court to evict you. You should always pay your rent by check or money order. If you pay in cash, **be sure** to have the landlord give you a signed and dated receipt.

### Can my landlord enter my dwelling at any time?

No, the landlord shall give the tenant reasonable, written or oral notice of the landlord's intent to enter the dwelling. The landlord shall not abuse the right of entry and **shall enter the tenant's dwelling only at reasonable times**.

The landlord can **ONLY** enter the dwelling without notice if:

- The landlord obtained a court order.
- The tenant has abandoned/surrendered the dwelling.
- An emergency threatens the safety of the occupants or the property.

**The landlord does have the right to have a key to your dwelling and to inspect for damages you may have caused.**



### Can I deny entry of the dwelling to my landlord?

No, the tenant may not unreasonably withhold consent to the landlord if:

- The landlord will inspect the dwelling
- Needs to make necessary repairs or improvements
- Needs to supply necessary or agreed services.
- Needs to exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

### Does a landlord have to provide my rental unit with a functional smoke detector?

Yes. The landlord shall require the tenant to admit **in writing** that the rental unit is equipped with a **functional smoke detector** when the tenant moves in. This agreement **cannot be waived** in the rental agreement or a separate document per the requirements under IC 22-11-18-3.5 concerning smoke detectors.

### Do I need renters' insurance?

No, but it is a good idea. Renters' insurance is available for covering your personal property at reasonable rates. The landlord is not responsible for your personal belongings in case of fire, theft, etc. Contact an insurance agent for information.

### Can my landlord raise my rent, change or end the lease?

Unless otherwise provided for in a written lease, a landlord is required to give a tenant at least thirty (30) days' written notice before modifying the rental agreement, including any changes in the amount of rent.

### If my rent is late, can I be charged a late fee?

Yes, if it is stated in your lease. If you have paid rent late in the past and the landlord has accepted it without charging a late fee, the landlord must notify you in writing when the lease is renewed that late payments will result in a late fee being charged and the amount to be paid as a late fee.

### Can I be evicted if I can only pay part of my rent?

Yes, you agreed to pay **all** of your rent **on time**. If you fail to do so, you are breaking the lease and can be evicted.

### If my landlord refuses to fix things, can I withhold part of my rent?

No, you should keep making your payments to avoid an eviction. To proceed in legal action against your landlord, the following conditions must be met.

- You must give notice to your landlord of noncompliance.
- The landlord had reasonable time to make the repairs on the notice, without any obstruction from tenant allowing access of unit to landlord.
- The landlord fails or refuses to make the repairs.

### What if I need repairs but do not want to go through the courts?

Notify your landlord of the needed repairs in writing and allow a reasonable time to make the repairs. If no repairs are made you should contact your local Code Enforcement agency to conduct an inspection of the property. **For properties inside the City of Elkhart contact Code Enforcement at 574-294-5471.**

### Can my landlord take my personal property out of my home or prevent me from getting my property if I do not pay my rent?

No, under the law, your landlord generally cannot take or dispose of your personal property for any reason, even if you have not paid your rent or have violated your lease in some way. There are exceptions to this rule. Your landlord may be able to take or dispose of your personal property if: Your landlord has a court order that allows him/her to take or dispose of your property; or you sign an agreement with your landlord separate from your lease that your landlord may hold your property freely offered in exchange for the landlord not evicting you; or there is and lord may hold your a mobile home park lien on your property; or if the rented property has been abandoned by the tenant.

If your landlord keeps your belongings, you should immediately demand their return. You should go get them quickly if the landlord offers to return them. If they are not returned, you might be able to sue your landlord to have them returned. You should consult an attorney as soon as possible to determine your legal rights if your landlord is holding your personal property.

### Can my landlord lock me out of my home?

No, your landlord cannot change the locks, install a dead bolt, or do anything to prevent you from entering your home, **UNLESS** your landlord has a court order allowing them to do so. One exception to this rule is if you have not paid or offered to pay your rent **AND** your home has been abandoned.

### What are the reasons my landlord can evict me?

Even if your rent is current, the landlord may evict you for the following reasons:

- If you willfully and severely damage the property.
- Break the terms of the lease.
- If you do not have a written lease, the landlord may end the lease with only one (1) rent period's warning: If you pay weekly, one (1) week's notice; if you pay monthly, one (1) month's notice, etc.



### How can my landlord evict me?

The landlord must take you to court. Also, you must receive notice of any legal action taken by your landlord against you.

The landlord need only show that you are behind in your rent. If the landlord goes through Small Claims Court, you will receive notice by certified mail or delivery by the sheriff. There will be a date for you to appear in court; if you do not show up; the landlord automatically wins. You will be allowed to present evidence in court (**This is why you save your receipts**). If you cannot be in court at the time you are ordered to appear, contact the court **before** the date and request a new court date.

### **Can my landlord shut off my utilities if I have not paid the rent?**

No, not unless your landlord has a court order allowing him/her to shut off your utilities, **or** you have abandoned your home. However, your landlord can shut off your electricity, gas, water, or other essential services if there is an emergency, to make repairs, or for necessary construction. The landlord also **cannot** remove the doors, windows, fixtures, or appliances from your home.

### **Can my landlord terminate my lease as a victim of certain crimes?**

No. A landlord may not terminate, refuse to renew, refuse to enter into a lease or retaliate against a tenant solely because a tenant, applicant, or a member of the tenant's or applicant's household is a protected individual.

### **What is a protected individual?**

A protected individual is one who is a victim or alleged victim of a crime involving domestic or family violence, a sex offense or a stalking offense **and** has received a civil order for protection or a restraining order issued by the court.

### **Does my landlord have to change my locks if a court issues a protection/restraining order?**

Yes. You must provide the landlord a written request and the copy of the court order. The landlord has no later than forty-eight (48) hours to change the locks if the individual restrained from contact with the tenant does not reside at the same property. The landlord has no later than twenty-four (24), if individual restrain does reside in the same property. IC 32-31-9-9Change of lock requirements; IC 32-31-9-10Change of lock requirements if a court issues a protection or restraining order; IC 32-31-9-11Reimbursement for lock changes; key requirements

### **What can I do if my landlord has wrongfully locked me out of my home or shut off my utilities?**

You can ask your local Small Claims Court for an emergency order telling your landlord to let you back in your home or restore your utility service. You must file a sworn written statement that tells the court exactly what your landlord has done, or threatened to do, and what damages, inconveniences, and costs you have suffered because of your landlord's actions. When you ask for an emergency order, the court must set an emergency hearing within three (3) business days.

### **What will happen at the emergency hearing?**

At the hearing, you can get an emergency order returning your home to you and preventing your landlord from committing further violations. If the court finds probable cause that your landlord has or threatened to lock you out, remove doors, windows, fixtures, or appliances, or shut off your utilities, **AND** you will suffer immediate, serious damage, you can be granted an emergency hearing.

The court also can make other orders, depending on your situation, and set another hearing to award damages or to order the return of any of your property that your landlord has taken.

### **Can my landlord get an emergency order ?**

Yes, your landlord can get an emergency order if he/she proves that there is probable cause to believe you have committed or threatened to commit waste to your home and they have suffered immediate and serious damage due to your actions.

### **My landlord got an emergency order evicting me, but I did not know about the hearing. Is there anything that I can do?**

When a landlord asks for a hearing and order, the court clerk must give you notice of the date, time, and place of the hearing.

### **If I move before my lease has ended, do I still have to pay rent?**

If you agreed to rent a dwelling until a certain date and you move out prior to that date, the landlord may charge you rent if the dwelling remains empty. The landlord must make a reasonable effort to rent the dwelling.

### **Does my landlord have to renew my lease if my rent is current and I want to stay?**

No, the landlord is not obligated to rent to you beyond the date agreed. If there is no written lease, the landlord must give you one (1) rent period's notice prior to ending the lease. If you have a year-to-year lease with no ending date, the landlord must give you three (3) months' notice to end the lease.

### **Under what circumstances can my landlord keep my deposit?**

- Your lease states that the deposit is non-refundable.
- You have not paid all of your rent up to the time you move.
- You have caused damage beyond normal wear and tear.
- The dwelling is very dirty when you move out.
- Unpaid utilities or sewer charges due that are your obligation to pay.

The landlord has forty-five (45) days after you move out to return either your full deposit or an itemized list of damages and the amount of damages claimed. **You must give the landlord a written notice of your forwarding address.** IC 32-31-3-12 Return of deposits; deductions; liability

### **What should I do if my rental property does not meet minimum housing standards?**

If the property is within the City of Elkhart, contact Code Enforcement at 574-294-5471 between 8:00 a.m. – 5:00 p.m. on weekdays. If you have requested that repairs be made for your safety and the landlord refused to make needed repairs, contact Code Enforcement Officials. **Do not** wait until you are being evicted to report violations.

**Who should I contact about any lease noncompliance disputes?**

For any disputes regarding non compliance with **Indiana Landlord-Tenant Relations IC 32-31** such as evictions or noncompliance with the lease terms and conditions, a landlord or tenant must go through Elkhart County court.

**For all residents living in Elkhart County, contact:**

Elkhart County Court  
Superior Court 5

**NOTES**

## OTHER IMPORTANT INFORMATION

### Mold

Per IC 32-31-8-5, landlords are required to **deliver** rental units in a habitable condition.

To clean up and remove mold, the Elkhart County Health Department recommends the following steps:

- Identify the moisture problem and fix it
- Immediately begin drying all wet building materials
- Remove, bag and dispose of any building materials with mold
- Clean surfaces of building materials that cannot be disposed of with a non-ammonia soap or detergent in hot water and a stiff scrub brush
- Rinse area with hot water and thoroughly dry
- Disinfect area with 1/4 to 1/2 cup of bleach per gallon of water and dry
- Vacuum your whole home thoroughly



## Accessibility For Persons With Disabilities

The Fair Housing Act requires housing providers to make reasonable accommodations in policies and procedures necessary and related to a person's disability, such as:

- Allowing service and emotional support animals
- Assigned parking
- Transfer to accessible units
- Early lease termination if necessary



Modifications to property may be granted by landlord if they are absolutely necessary and related to the person's disability. These modifications can be at the tenant's expense, may require approval of such changes and may have to be changed to its original condition.

Apartments and condos built after March 1991 have to include:

- Accessible routes in units, between units, around units and in common areas
- Reachable light switches, electrical outlets and temperature controls
- Wide doors and reinforced bathroom walls for grab bars
- Clear floor space in bathrooms and kitchens

## Sexual Harassment

The Fair Housing Act prohibits sexual harassment in housing. The following are two forms of sexual harassment that are specific to fair housing:

- **Quid Pro Quo Harassment** occurs when a housing provider requires a person to submit to an unwelcome request to engage in sexual conduct as a condition of obtaining or maintaining housing or housing-related services.
- **Hostile Environment Harassment** occurs when a housing provider subjects a person to severe or pervasive unwelcome sexual conduct that interferes with the sale, rental, availability, or terms, conditions, or privileges of housing or housing-related services, including financing.

**For more information on sexual harassment in housing visit:**

**[www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/sexual\\_harassment](http://www.hud.gov/program_offices/fair_housing_equal_opp/sexual_harassment)**

## **Animals for Assistance - For Persons with Disability-Related Needs**

### **SERVICE ANIMAL:**

- A type of Assistance Animal under the Fair Housing Act. Only type covered under the ADA.
- Trained to do work or perform a task directly related to a disability
- No pet fee is charged

### **ASSISTANCE ANIMALS:**

- Assistance animals are not pets
- Can be any common domestic household animal
- Assists a person with a disability-related need
- Unique animals are not necessarily excluded, but the requester may need to provide more information about why the uncommon animal is needed to meet the disability-related need
- No pet fee is charged

## **Bed Bugs**

As with mold, IC 32-31-8-5 requires that landlords **deliver** rental units in a habitable condition free of anything unsafe or unclean such as bed bugs. However, landlords are not required to **keep** a tenant's dwelling free of bed bugs.

To rid your dwelling of bed bugs, you may do the following:

- Clean bedding, curtains and clothing with hot water and dry using the highest dryer setting
- Scrub mattress seams with a stiff brush
- Vacuum the bed and surrounding area often, immediately placing the vacuum cleaner bag inside of a plastic bag and disposing of them outdoors



## **Disclosure of Flood Plains**

Rental agreements entered into or renewed after June 30, 2009, for residential, agricultural and commercial property located in the flood plain shall be clearly disclosed in the rental agreement by landlord if:

The lowest floor structure, including basement, that is the subject of a rental agreement is at or below the one hundred year frequency elevation, as determined by the department of natural resources, the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or FEMA approved local flood plain maps.

## **Lead Information**

Under federal law (42 U.S.C. § 4851), a landlord must inform the tenant about any known lead-based paint and warn them about potential lead hazards. If the rental property was built before 1978, the landlord is required to give you a pamphlet about lead hazards before the tenant signs the lease.

- Your landlord must provide you with reports about any lead testing or risk assessments that have been done.
- If lead hazards are found on the rental property, your landlord must correct them.
- Work that disturbs paint must be done by a renovator trained in lead-safe work practices.
- A landlord who fails to comply with these requirements may face federal fines or civil lawsuits.

## **Meth Houses**

On March 23, 2007 Title 318 of the Indiana Administrative Code Article 1 came into effect. This code requires clean up of illegal or clandestine labs to include meth labs (methamphetamine). It requires the property owner to clean up a contaminated property (former meth lab) before reoccupying or selling the property. A qualified inspector must be hired for decontamination.

**For more information or a current listing of meth houses visit:**

**[www.elkhartcountyhealth.org](http://www.elkhartcountyhealth.org)**

**DISCLAIMER**

The following form is provided for informational purposes only and is intended to be used as a guide. If you require legal advice, you should seek the services of an attorney.

## **RENTAL LEASE AGREEMENT**

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, \_\_\_\_\_, shall be referred to as "OWNER" and Tenant(s)/Lessee, \_\_\_\_\_, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT for use solely as a private residence, the premises located at \_\_\_\_\_.

1. **TERMS:** RESIDENT agrees to pay in advance \$\_\_\_\_\_ per month on the \_\_\_\_\_ day of each month. This agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows \_\_\_\_\_. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$\_\_\_\_\_, and a Security Deposit of \$\_\_\_\_\_, and additional charges/fees for \_\_\_\_\_, for a total payment of \$\_\_\_\_\_. All payments are to be made payable to \_\_\_\_\_.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within \_\_\_\_\_ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and e) any other amount legally allowable under the terms of this agreement.

4. **LATE CHARGE:** A late fee of \$\_\_\_\_\_, (not to exceed \_\_\_\_\_% of the monthly rent), shall be added and due for any payment of rent made after the \_\_\_\_\_ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$\_\_\_\_\_.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except \_\_\_\_\_.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence \_\_\_\_\_.

7. **PETS:** No animal shall be allowed, without obtaining the prior written consent and meeting the requirements of the OWNER. In the event permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$\_\_\_\_\_ plus an additional monthly rent fee of \$\_\_\_\_\_.

8. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

9. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

10. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the

above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

11. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER.

12. **PROPERTY MAINTENANCE:** RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

13. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, which are deemed part of this agreement, and a violation of any of the house rules is considered a breach of this agreement.

14. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

15. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER.

16. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice.

17. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs and/or property alterations.

18. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

19. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

20. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: \_\_\_ Lead Based Paint Disclosure Form \_\_\_ EPA Pamphlet

21. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at \_\_\_\_\_.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The RESIDENT understand this Agreement and acknowledge receipt of a copy of this Rental Agreement.

RESIDENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**DISCLAIMER**

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**MOVE-IN & MOVE-OUT CHECK LIST**

Address: \_\_\_\_\_

Move-In Inspection Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Move-Out Inspection Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Living Room</b>	<b>Move-in Condition</b>	<b>Move-out Condition</b>
Floor- floor coverings/ carpet		
Windows/ window coverings		
Walls/ ceilings		
Light fixtures		
Windows, screens, doors, locks		
<b>Kitchen</b>	<b>Move-in Condition</b>	<b>Move-out Condition</b>
Floor- floor coverings/ carpet		
Windows/ window coverings		
Walls/ ceilings		
Cabinets/Counters		
Stove/Refrigerator		
Sink/ plumbing/ fixtures		
<b>Bathroom(s)</b>	<b>Move-in Condition #1 #2</b>	<b>Move-out Condition #1 #2</b>
Floor- floor coverings/ carpet		
Windows/ window coverings		
Walls/ ceilings/ doors		
Light fixtures		
Bathroom fixtures		
<b>Bedroom(s)</b>	<b>Move-in Condition #1 #2 #3</b>	<b>Move-out Condition #1 #2 #3</b>
Floor- floor coverings/ carpet		
Windows/ window coverings/		
Walls/ ceilings/ doors		
Light Fixtures		
Closet		
<b>Other Areas</b>	<b>Move-in Condition</b>	<b>Move-out Condition</b>
Heat system		
Air Conditioning		
Stairs/ hallway		
Basement		

Notes:

\_\_\_\_\_  
\_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DISCLAIMER

The following form is provided for informational purposes only and is intended to be used as a guide prior to consultation with an attorney familiar with your specific legal situation. If you require legal advice, you should seek the services of an attorney.

## Notice to Pay Rent or Quit

[Date]

To [Tenant's Name]:

and all other tenants in possession of the hereinafter described premises:

PLEASE TAKE NOTICE that the rent is past due on said premises which you currently hold and occupy. Your rental account is delinquent in the amount itemized as follows:

**Rental period:** \_\_\_\_\_ **Rent due:** \$ \_\_\_\_\_

**Rental period:** \_\_\_\_\_ **Rent due:** \$ \_\_\_\_\_

**Rental period:** \_\_\_\_\_ **Rent due:** \$ \_\_\_\_\_

**Total rent due:** \$ \_\_\_\_\_

**Less partial payment of:** \$ \_\_\_\_\_

**Total balance due:** \$ \_\_\_\_\_

Pursuant to written lease dated \_\_\_\_\_, you are hereby required to pay said rent on said premises or you are hereby required to deliver up possession of the premises, within \_\_\_\_\_ **days** after service on you of this notice, to the undersigned or the undersigned will institute legal proceedings against you, to declare a forfeiture of the lease under which you occupy said premises and to recover possession thereof, including rents and damages.

Landlord will terminate the lease if the rent is not paid within \_\_\_\_\_ days.

The premises referred to are commonly known as:

[Street Address and Apartment Number]

[City, ST ZIP Code]

\_\_\_\_\_  
[Landlord's Name], Landlord

[Landlord's Street Address]

[City, ST ZIP Code]

[Phone number]

## CITY OF ELKHART-ORDINANCES

### **Fair Housing** *Ordinance #4210 as amended*

Provides for fair housing practices within the City of Elkhart, Indiana; to create a procedure for investigating and conciliating complaints of discriminatory housing practices; to provide rights and remedies substantially equivalent to those granted under State and Federal law. Federal, State, and local laws prohibit discrimination in the rental of housing based on race, color, religion, sex, disability, national origin, or familial status.

### **Minimum Housing and Property Maintenance** *Ordinance #5061*

Protects the public health, safety and welfare in all existing structures residential and nonresidential, and on all existing premises by establishing minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety from fire and other hazards, and for safe and sanitary maintenance; fixing the responsibility of owners, operators and occupants; regulating the occupancy of existing structures and premises; and providing for administration, enforcement and penalties.

### **Trash** *Ordinance #4217 as amended*

The collection and disposal of all residential garbage, commercial garbage, trash, refuse, construction debris and industrial waste in the City of Elkhart, whether private or public, shall be under the supervision of the Code Enforcement Officers. It is the duty of every person to ensure that garbage and refuse are kept in proper receptacles or bundles. Containers should be placed on street curve the day before collection. Weeds and/or rank Vegetation: A Code Enforcement Officer may issue an order, in writing to remove weeds and rank vegetation from any real or personal property.

### **Building Code** *Ordinance #3648 as amended*

Provides minimum standards for the protection of life, limb, health, environment, public safety and welfare, and for the conservation of energy in the design and construction of buildings and structures. The provisions of this building code apply to the construction, alterations, repairs, use, occupancy, maintenance, and additions to all buildings and structures, including fences. The Building Commissioner is authorized and directed to administer and enforce all the provisions.

vicinity of the bedrooms and on each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics.

**Smoke Detectors** *Ordinance #3187*

Every owner, manager, or agent of any multiple dwelling or of any single or multiple occupancy lease or rental family dwelling shall install, in every dwelling unit, not less than one (1) approved smoke detector on the ceiling, within fifteen (15) feet of all rooms used for sleeping purposes; not less than one (1) approved smoke detector on the uppermost ceiling of each level of all interior stairwells. At every change of tenant, it shall be the responsibility of the owner, manager, or agent to test and ascertain that the approved smoke detectors are in operating condition. When alterations or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the entire building shall be provided with smoke detectors located as required for new dwellings. Smoke detectors shall be installed in each sleeping room, outside each separate sleeping area in the immediate vicinity of the bedrooms and on each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics.

**Drug and Dive House** *Ordinance #4583*

Provides for the regulations of conduct deemed to be offensive, to prevent vice, disorder and illegal behavior; and to promote public peace, health, and safety. Such conduct includes, but is not limited to the use of real estate for the sale, use, concealment, and or the delivery of illegal drugs or controlled substances and prostitution. Also prohibited on said real estate and considered to be a public nuisance is the illegal sale of alcoholic beverages; resisting law enforcement; gambling; disorderly conduct; criminal recklessness; loud and raucous noise. This Ordinance applies equally to all property situated within the corporate limits of the City of Elkhart, whether such property is commercial or residential, owner occupied, rental or otherwise.

**General Noise Regulations** *Ordinance #5116 as amended*

**For more City of Elkhart ordinance information visit:**  
American Legal Codes

### **Mayor Rod Roberson's Office**

229 S. Second St;

Elkhart, IN 46516

574-294-5471 x1041

[www.elkhartindiana.org](http://www.elkhartindiana.org)



### **My Elkhart 311**

Website: [www.elkhartindiana.org/myelkhart311](http://www.elkhartindiana.org/myelkhart311)

Email: [myelkhart311@coei.org](mailto:myelkhart311@coei.org)

Phone: 574-294-5471



MyElkhart311 allows the citizens of Elkhart to report issues within the city limits, stay informed of upcoming events, city news, and most importantly, provide citizens an avenue for their voice to be heard.

**Use the QR Code and download the App today !**

### **Fire Department**

574-293-8931 (non-emergency)

911

### **Police Department**

574-295-7070 (non-emergency)

911

### **Street Department**

574-293-5518

### **Permit Center**

574-296-9331

### **Building and Code Department**

574-294-5474



## **Human Relations/Fair Housing**

201 S. Second St;

Elkhart, IN 46516

Website: [www.elkhartindiana.org/fair-housing](http://www.elkhartindiana.org/fair-housing)

Email: [human.relations@coei.org](mailto:human.relations@coei.org)

Phone: 574-294-5471 x1014

Relay Indiana 711



## **FAIR HOUSING IS YOUR RIGHT! REPORT HOUSING DISCRIMINATION**

## **Community Development**

### **Home Owner Occupied Rehabilitation Program**

201 S. Second St;

Elkhart, IN 46516

Website: <https://elkhartindiana.org/development-services/community-development/>

Email: [trina.harris@coei.org](mailto:trina.harris@coei.org)

Phone: 574-327-2077



Funding is provided to improve owner-occupied homes of low-to-moderate median income residents in the City of Elkhart who meet income and eligibility requirements.

**Now accepting applications for Contractors.**

**Give us a call today !**

## **Parks and Recreation**

574-295-7275

## **Human Resources Department**

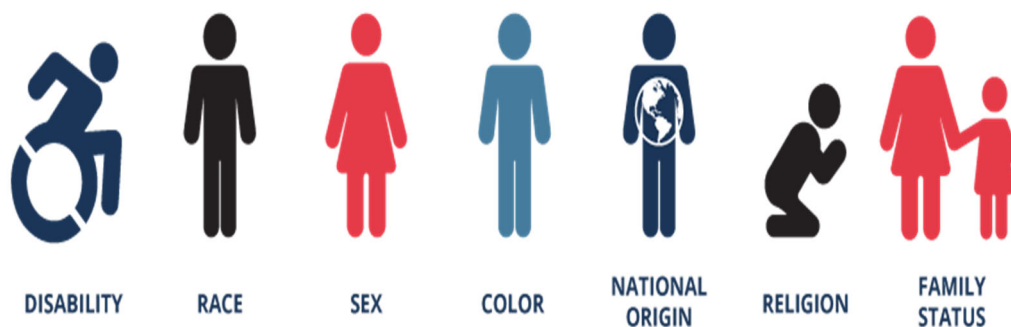
574-294-5471 ext. 1073

## Human Relations (Fair Housing)

Sometimes referred to as Fair Housing; is the local civil rights enforcement agency that you can talk to about housing discrimination. You may file a complaint free of charge or receive resource information.

All complaints are dually filed with HUD and are investigated by local staff.

We keep the standard of the federal Fair Housing Act that states are all people should have equal housing rights regardless of their:



In addition to filing complaints, our staff can provide free fair housing trainings to tenants, property owners, managers and their maintenance staff.

**Human Relations (Fair Housing) can only provide services within the city limits of Elkhart. Ways to file a housing discrimination complaint:**

By phone: 574-322-4431

574-294-5471 X 1014

Relay Indiana 711

In-person: **201 S 2nd St, Elkhart, IN 46516**

