

Indiana

Landlord - Tenant Laws Complete Guide



Indiana Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Indiana's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Indiana.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute. Usually it's 1x monthly rent

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 45 days after lease termination.

Legal Statute:

(a) Upon termination of a rental agreement, a landlord shall return to the tenant the security deposit minus any amount applied to:

(1) the payment of accrued rent;

(2) the amount of damages that the landlord has suffered or will reasonably suffer by reason of the tenant's noncompliance with law or the rental agreement; and

(3) unpaid utility or sewer charges that the tenant is obligated to pay under the rental agreement;

all as itemized by the landlord with the amount due in a written notice that is delivered to the tenant not more than forty-five (45) days after termination of the rental agreement and delivery of possession. The landlord is not liable under this chapter until the tenant supplies the landlord in writing with a mailing address to which to deliver the notice and amount prescribed by this subsection. Unless otherwise agreed, a tenant is not entitled to apply a security deposit to rent.

(b) If a landlord fails to comply with subsection (a), a tenant may recover all of the security deposit due the tenant and reasonable attorney's fees.

(c) This section does not preclude the landlord or tenant from recovering other damages to which either is entitled.

(d) The owner of the dwelling unit at the time of the termination of the rental agreement is bound by this section.

IC 32-31-3-12

Pre-2002 Recodification Citation: 32-7-5-12.

As added by P.L. 2-2002, SEC.16.

Permitted Uses of the Deposit:

What This Means: Accrued rent, damages due to tenant's noncompliance, unpaid utilities

Legal Statute:

A security deposit may be used only for the following purposes:

(1) To reimburse the landlord for actual damages to the rental unit or any ancillary facility that are not the result of ordinary wear and tear.

(2) To pay the landlord for:

(A) all rent in arrearage under the rental agreement; and

(B) rent due for premature termination of the rental agreement by the tenant.

(3) To pay for the last payment period of a residential rental agreement if a written agreement between the landlord and the tenant stipulates that the security deposit will serve as the last payment of rent due.

(4) To reimburse the landlord for utility or sewer charges paid by the landlord that are:

(A) the obligation of the tenant under the rental agreement; and

(B) unpaid by the tenant.

IC 32-31-3-13

Pre-2002 Recodification Citation: 32-7-5-13.

As added by P.L. 2-2002, SEC.16.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(a) Upon termination of a rental agreement, a landlord shall return to the tenant the security deposit minus any amount applied to:

(1) the payment of accrued rent;

(2) the amount of damages that the landlord has suffered or will reasonably suffer by reason of the tenant's noncompliance with law or the rental agreement; and

(3) unpaid utility or sewer charges that the tenant is obligated to pay under the rental agreement;

all as itemized by the landlord with the amount due in a written notice that is delivered to the tenant not more than forty-five (45) days after termination of the rental agreement and delivery of possession. The landlord is not liable under this chapter until the tenant supplies the landlord in writing with a mailing address to which to deliver the notice and amount prescribed by this subsection. Unless otherwise agreed, a tenant is not entitled to apply a security deposit to rent.

(b) If a landlord fails to comply with subsection (a), a tenant may recover all of the security deposit due the tenant and reasonable attorney's fees.

(c) This section does not preclude the landlord or tenant from recovering other damages to which either is entitled.

(d) The owner of the dwelling unit at the time of the termination of the rental agreement is bound by this section.

IC 32-31-3-12

Pre-2002 Recodification Citation: 32-7-5-12.

As added by P.L. 2-2002, SEC.16.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

Not more than forty-five (45) days after the termination of occupancy, a landlord shall mail to a tenant an itemized list of damages claimed for which the security deposit may be used under section 13 of this chapter. The list must set forth:

- (1) the estimated cost of repair for each damaged item; and
- (2) the amounts and lease on which the landlord intends to assess the tenant.

The landlord shall include with the list a check or money order for the difference between the damages claimed and the amount of the security deposit held by the landlord.

IC 32-31-3-14

Pre-2002 Recodification Citation: 32-7-5-14.

As added by P.L. 2-2002, SEC.16.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: Tenant may recover the security deposit and reasonable attorney fees.

Legal Statute:

A landlord who fails to comply with sections 14 and 15 of this chapter is liable to the tenant in an amount equal to the part of the deposit withheld by the landlord plus reasonable attorney's fees and court costs.

IC 32-31-3-16

Pre-2002 Recodification Citation: 32-7-5-16.

As added by P.L. 2-2002, SEC.16.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute but usually it's due at the beginning of each month. If it's a week-to-week lease then the beginning of each week.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute. Common forms of payment accepted are ACH transfers, checks, cash, etc.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: 30 day notice required for any modification of the rental agreement.

Legal Statute:

Unless otherwise provided by a written rental agreement between a landlord and tenant, a landlord shall give the tenant at least thirty (30) days written notice before modifying the rental agreement.

IC 32-31-5-4

Pre-2002 Recodification Citation: 32-7-8-5.

As added by P.L. 2-2002, SEC.16.

Late Fees:

What This Means: No statute

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$25 fee

Legal Statute:

(1) Notwithstanding any other law, the only fee that may be contracted for and received by the lender or an assignee on a small loan is a charge, not to exceed twenty-five dollars (\$25), for each:

(a) return by a bank or other depository institution of a dishonored:

(i) check;

(ii) electronic funds transfer;

(iii) negotiable order of withdrawal; or

(iv) share draft;

issued by the borrower; or

(b) time an authorization to debit the borrower's account is dishonored. This additional charge may be assessed one (1) time regardless of how many times a check or an authorization to debit the borrower's account may be submitted by the lender and dishonored.

(2) A lender may:

(a) present a borrower's check for payment; or

(b) exercise a borrower's authorization to debit the borrower's account; not more than three (3) times.

IC 24-4.5-7-202

Amended by P.L. 69-2018, SEC. 26, eff. 7/1/2018.

Amended by P.L. 60-2016, SEC. 4, eff. 3/21/2016.

As added by P.L. 38-2002, SEC.1.

Amended by P.L. 73-2004, SEC.24; P.L. 213-2007, SEC.24; P.L. 217-2007, SEC.23; P.L. 90-2008, SEC.14.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Not allowed.

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

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

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

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

- (1) electricity;
- (2) gas;
- (3) water; or
- (4) other essential services;

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

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

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;

(B) decorations;

(C) alterations; or

(D) improvements;

(3) supply necessary or agreed to services; or

(4) exhibit the dwelling unit to prospective or actual:

(A) purchasers;

(B) mortgagees;

(C) tenants;

(D) workers; or

(E) contractors.

(f) A landlord may enter the dwelling unit:

(1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and

(2) without the consent of the tenant:

(A) under a court order; or

(B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

(1) shall not abuse the right of entry or use a right of entry to harass a tenant;

(2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and

(3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 3 month notice for tenancies of a year. If it's a fixed-term lease then it simply expires.

Legal Statute:

A tenancy from year to year may be determined by a notice given to the tenant not less than three (3) months before the expiration of the year.

IC 32-31-1-3

Pre-2002 Recodification Citation: 32-7-1-3 part.

As added by P.L. 2-2002, SEC.16.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: No statute for week-to-week lease agreements, but usually it's a one-week notice.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 1 month notice required

Legal Statute:

a) A tenancy at will may be determined by a one (1) month notice in writing, delivered to the tenant.

(b) A tenancy at will cannot arise or be created without an express contract.

IC 32-31-1-1

Pre-2002 Recodification Citations: 32-7-1-1; 32-7-1-2 part.

As added by P.L. 2-2002, SEC.16.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute. In this scenario it depends the type of lease agreement in place.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 10-day notice to quit or pay

Legal Statute:

If a tenant refuses or neglects to pay rent when due, a landlord may terminate the lease with not less than ten (10) days notice to the tenant unless:

- (1) the parties otherwise agreed; or
- (2) the tenant pays the rent in full before the notice period expires.

IC 32-31-1-6

Pre-2002 Recodification Citation: 32-7-1-5.

As added by P.L. 2-2002, SEC.16.

Notice for Lease Violation:

What This Means: No statute. If it's pertaining to nonpayment then 10-day notice is required.

Legal Statute:

No content available

Required Notice before Entry:

What This Means: Yes. A landlord must give a tenant reasonable notice

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

(1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.

(2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.

(3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:

(A) Electricity.

(B) Gas.

(C) Water.

(D) Other essential services.

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

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

(1) electricity;

(2) gas;

(3) water; or

(4) other essential services;

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

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

(1) inspect the dwelling unit;

(2) make necessary or agreed to:

(A) repairs;

(B) decorations;

(C) alterations; or

(D) improvements;

(3) supply necessary or agreed to services; or

(4) exhibit the dwelling unit to prospective or actual:

(A) purchasers;

(B) mortgagees;

(C) tenants;

(D) workers; or

(E) contractors.

(f) A landlord may enter the dwelling unit:

(1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and

(2) without the consent of the tenant:

(A) under a court order; or

(B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

- (1) shall not abuse the right of entry or use a right of entry to harass a tenant;
- (2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and
- (3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes. A landlord must give a tenant reasonable notice

Legal Statute:

- (a) This section does not apply if the dwelling unit has been abandoned.
- (b) For purposes of this section, a dwelling unit is considered abandoned if:
 - (1) the tenants have failed to:
 - (A) pay; or
 - (B) offer to pay;

rent due under the rental agreement; and

- (2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

- (1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.
- (2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.
- (3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:

- (A) Electricity.
- (B) Gas.
- (C) Water.
- (D) Other essential services.

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

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

- (1) electricity;
- (2) gas;
- (3) water; or
- (4) other essential services;

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

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

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;
 - (B) decorations;
 - (C) alterations; or
 - (D) improvements;
- (3) supply necessary or agreed to services; or
- (4) exhibit the dwelling unit to prospective or actual:
 - (A) purchasers;
 - (B) mortgagees;

(C) tenants;

(D) workers; or

(E) contractors.

(f) A landlord may enter the dwelling unit:

(1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and

(2) without the consent of the tenant:

(A) under a court order; or

(B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

(1) shall not abuse the right of entry or use a right of entry to harass a tenant;

(2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and

(3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

(1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.

(2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.

(3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:

(A) Electricity.

(B) Gas.

(C) Water.

(D) Other essential services.

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

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

(1) electricity;

(2) gas;

(3) water; or

(4) other essential services;

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

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

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;
 - (B) decorations;
 - (C) alterations; or
 - (D) improvements;
- (3) supply necessary or agreed to services; or
- (4) exhibit the dwelling unit to prospective or actual:
 - (A) purchasers;
 - (B) mortgagees;
 - (C) tenants;
 - (D) workers; or
 - (E) contractors.
- (f) A landlord may enter the dwelling unit:
 - (1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and
 - (2) without the consent of the tenant:
 - (A) under a court order; or
 - (B) if the tenant has abandoned or surrendered the dwelling unit.
- (g) A landlord:
 - (1) shall not abuse the right of entry or use a right of entry to harass a tenant;
 - (2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and
 - (3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

(1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.

(2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.

(3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:

(A) Electricity.

(B) Gas.

(C) Water.

(D) Other essential services.

However, the landlord may interrupt, shut off, or terminate service as the result of an emergency, good faith repairs, or necessary construction. This subdivision does not require a

landlord to pay for services described in this subdivision if the landlord has not agreed, by an oral or written rental agreement, to do so.

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

(1) electricity;

(2) gas;

(3) water; or

(4) other essential services;

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

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

(1) inspect the dwelling unit;

(2) make necessary or agreed to:

(A) repairs;

(B) decorations;

(C) alterations; or

(D) improvements;

(3) supply necessary or agreed to services; or

(4) exhibit the dwelling unit to prospective or actual:

(A) purchasers;

(B) mortgagees;

(C) tenants;

(D) workers; or

(E) contractors.

(f) A landlord may enter the dwelling unit:

(1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and

(2) without the consent of the tenant:

(A) under a court order; or

(B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

(1) shall not abuse the right of entry or use a right of entry to harass a tenant;

(2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and

(3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Entry Allowed with Notice for Showing the Property:

What This Means: Yes. A landlord must give a tenant reasonable notice

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

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

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

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

- (1) electricity;
- (2) gas;
- (3) water; or
- (4) other essential services;

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

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

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;
 - (B) decorations;

- (C) alterations;
- (D) improvements;
- (3) supply necessary or agreed to services; or
- (4) exhibit the dwelling unit to prospective or actual:
 - (A) purchasers;
 - (B) mortgagees;
 - (C) tenants;
 - (D) workers;
 - (E) contractors.
- (f) A landlord may enter the dwelling unit:
 - (1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and
 - (2) without the consent of the tenant:
 - (A) under a court order; or
 - (B) if the tenant has abandoned or surrendered the dwelling unit.
- (g) A landlord:
 - (1) shall not abuse the right of entry or use a right of entry to harass a tenant;
 - (2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and
 - (3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed.

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

(1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.

(2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.

(3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:

(A) Electricity.

(B) Gas.

(C) Water.

(D) Other essential services.

However, the landlord may interrupt, shut off, or terminate service as the result of an emergency, good faith repairs, or necessary construction. This subdivision does not require a

landlord to pay for services described in this subdivision if the landlord has not agreed, by an oral or written rental agreement, to do so.

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

(1) electricity;

(2) gas;

(3) water; or

(4) other essential services;

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

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

(1) inspect the dwelling unit;

(2) make necessary or agreed to:

(A) repairs;

(B) decorations;

(C) alterations; or

(D) improvements;

(3) supply necessary or agreed to services; or

(4) exhibit the dwelling unit to prospective or actual:

(A) purchasers;

(B) mortgagees;

(C) tenants;

(D) workers; or

(E) contractors.

(f) A landlord may enter the dwelling unit:

(1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and

(2) without the consent of the tenant:

(A) under a court order; or

(B) if the tenant has abandoned or surrendered the dwelling unit.

(g) A landlord:

(1) shall not abuse the right of entry or use a right of entry to harass a tenant;

(2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and

(3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Utility Shut-offs Allowed:

What This Means: Not allowed.

Legal Statute:

(a) This section does not apply if the dwelling unit has been abandoned.

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

(1) the tenants have failed to:

(A) pay; or

(B) offer to pay;

rent due under the rental agreement; and

(2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

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

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

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

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

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

- (1) electricity;
- (2) gas;
- (3) water; or
- (4) other essential services;

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

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

- (1) inspect the dwelling unit;
- (2) make necessary or agreed to:
 - (A) repairs;
 - (B) decorations;

- (C) alterations;
- (D) improvements;
- (3) supply necessary or agreed to services; or
- (4) exhibit the dwelling unit to prospective or actual:
 - (A) purchasers;
 - (B) mortgagees;
 - (C) tenants;
 - (D) workers;
 - (E) contractors.
- (f) A landlord may enter the dwelling unit:
 - (1) without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and
 - (2) without the consent of the tenant:
 - (A) under a court order; or
 - (B) if the tenant has abandoned or surrendered the dwelling unit.
- (g) A landlord:
 - (1) shall not abuse the right of entry or use a right of entry to harass a tenant;
 - (2) shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and
 - (3) may enter a tenant's dwelling unit only at reasonable times.

IC 32-31-5-6

Pre-2002 Recodification Citation: 32-7-8-7.

As added by P.L. 2-2002, SEC.16. Amended by P.L. 115-2007, SEC.6.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Indiana Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Indiana.

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Links To Statutes

- [Ind. Code § 32-31-1-1](#) – Determination of estates at will
- [Ind. Code § 32-31-1-3](#) – Determination of year to year tenancy
- [Ind. Code § 32-31-1-6](#) – Rent; refusal or neglect to pay
- [Ind. Code § 32-31-1-8](#) – Notice to quit; when not necessary
- [Ind. Code § 32-31-1-21](#) – Disclosure of structure in flood plain
- [Ind. Code § 32-31-3-12](#) – Return of deposits; deductions; liability
- [Ind. Code § 32-31-3-13](#) – Use of deposits
- [Ind. Code § 32-31-3-14](#) – Notice of damages; refund of remaining deposits
- [Ind. Code § 32-31-3-15](#) – Remittance of full deposit
- [Ind. Code § 32-31-3-16](#) – Liability for withheld deposits
- [Ind. Code § 32-31-4-2](#) – Liability; abandoned property; court order allowing removal by landlord
- [Ind. Code § 32-31-5-4](#) – Written notice required to modify rental agreement
- [Ind. Code § 32-31-5-5](#) – Tenant's personal property

- [Ind. Code § 32-31-5-6\(c\)](#) – Landlord prohibited from interfering with access, possession, or essential services; unit entry by landlord
- [Ind. Code § 32-31-5-6\(e\)](#) – Landlord prohibited from interfering with access, possession, or essential services; unit entry by landlord
- [Ind. Code § 32-31-5-6\(f\)](#) – Landlord prohibited from interfering with access, possession, or essential services; unit entry by landlord
- [Ind. Code § 32-31-5-6\(g\)](#) – Landlord prohibited from interfering with access, possession, or essential services; unit entry by landlord
- [Ind. Code § 32-31-8-5](#) – Landlord Obligations
- [Ind. Code § 32-31-7-5](#) – Tenant Obligations
- [Ind. Code § 32-31-7-6](#) – Condition of rental premises upon termination of occupancy
- [Ind. Code § 32-31-7-7](#) – Landlord's cause of action to enforce tenant obligations
- [Ind. Code § 32-31-3-18](#) – Disclosure of Managers and Agents
- [Ind. Code § 32-31-5-7](#) – Written acknowledgement by tenant
- [Ind. Code § 32-31-2-1](#) – Necessity of recording
- [Ind. Code § 32-31-9-8](#) – Lease protections; prohibition of retaliation by landlord
- [Ind. Code § 32-31-9-12\(b\) & \(c\)](#) – Termination of rental agreements by protected individuals; written notices; liability
- [Ind. Code § 32-31-9-9](#) – Change of lock requirements
- [Ind. Code § 32-31-9-11](#) – Reimbursement for lock changes; key requirements
- [Ind. Code § 33-28-3-4\(b\)\(1\)](#) – Jurisdiction of small claims docket
- [Ind. Code § 33-28-3-4\(b\)\(1\)](#) – Jurisdiction of small claims docket
- [Ind. Code § 24-4.5-7-202](#) – Fee for dishonored check, electronic funds transfer, or debit authorization; limits on lender's presentment of check or debiting of account
- [Ind. Code § 32-31-1-7](#) – Subleasing
- [Ind. Code § 32-31-8-5](#) – Retaliation