



1915 W. 18th Street, Suite B • Indianapolis, IN 46202  
Administrative: 317-917-3685 • 800-538-3393 • Fax 317-917-3695  
[kbennett@icadvinc.org](mailto:kbennett@icadvinc.org)

## LEGAL ISSUES for Victims of Abuse

*Kerry Hyatt Bennett, JD*

*ICADV Legal Counsel*

### **Lease Protections for Victims of Domestic Violence: Indiana Code 32-31-9<sup>1</sup>**

In 2007, Indiana joined several other states in passing legislation that exempts domestic violence victims from standard lease-termination procedures, allowing victims to terminate a lease in certain circumstances to assure his or her safety, and making it contrary to Indiana law to terminate a survivor's lease solely because of their victim status. The key provisions are as follows:

#### **1. The Right to Leave: Terminating Early**

IC 32-31-9 prohibits landlords from terminating a tenancy, failing to renew a tenancy or refusing to enter into a rental agreement solely because the tenant is a victim of domestic violence, sexual assault or stalking.

Further, this law allows for early termination of a lease agreement by victims upon 30 days written notice if:

- the victim has a current Civil Order for Protection or criminal No Contact Order, and
- the victims has a current safety plan from a recognized domestic violence program that recommends relocation.

#### **2. Creating Victims' Rights to Leave While Preserving Their Right to Stay**

This law provides for victims' safety by permitting victims to receive lock changes after providing the landlord with a written request including a current Civil Order for Protection or Criminal No Contact Order. If timely changed, the costs are to be reimbursed by the tenant.

- However, IC 32-31-9 goes one step further and allows victims to change the locks themselves and be reimbursed for those expenses if the landlord does not respond to their lawful request in a timely manner.

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<sup>1</sup> a note on federally subsidized housing

Housing assistance for victims of domestic violence has been recognized repeatedly as an issue of importance, so much so that many of these same protections are mandated by federal law for government subsidized housing. (Violence Against Women Act 2005)

We are proud to join other states to offer these protections to every renter in Indiana.

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## **Rights of Tenants Who Are Victims of Certain Crimes**

### **IC 32-31-9-1**

#### **Application; waiver**

Sec. 1. (a) This chapter applies only to a rental agreement for a dwelling unit that is entered into or renewed after June 30, 2007.

(b) This chapter applies to a landlord or tenant only with respect to a rental agreement for a dwelling unit that is entered into or renewed after June 30, 2007.

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

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-2**

#### **Applicability of definitions**

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

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-3**

#### **"Applicable offense"**

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

(1) A crime involving domestic or family violence (as defined in IC 35-31.5-2-76).

(2) A sex offense under IC 35-42-4.

(3) Stalking under IC 35-45-10.

As added by P.L.22-2007, SEC.2. Amended by P.L.114-2012, SEC.56.

### **IC 32-31-9-4**

#### **"Applicant"**

Sec. 4. As used in this chapter, "applicant" means an individual who applies to a landlord to enter into a lease of a dwelling unit.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-5**

#### **"Dwelling unit"**

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

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-6**

#### **"Perpetrator"**

Sec. 6. As used in this chapter, "perpetrator" means an individual who:

(1) has been convicted of; or

(2) for purposes of a civil protection order, has been determined to have committed;

an applicable offense.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-7**

#### **"Protected individual"**

Sec. 7. As used in this chapter, "protected individual" means a tenant or applicant:

(1) who is:

(A) a victim; or

(B) an alleged victim;

of an applicable offense; and

(2) who has received either of the following:

(A) A civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the individual.

(B) A criminal no contact order that restrains a perpetrator from contact with the individual.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-8**

#### **Lease protections; prohibition of retaliation by landlord**

Sec. 8. (a) A landlord may not terminate a lease, refuse to renew a lease, refuse to enter into a lease, or retaliate against a tenant solely because:

(1) a tenant;

(2) an applicant; or

(3) an individual who is a member of the tenant's or applicant's household;

is a protected individual.

(b) A landlord may not refuse to enter into a lease with an applicant or retaliate against a tenant solely because:

(1) the tenant;

(2) the applicant; or

(3) an individual who is a member of the tenant's or applicant's household;

has terminated a rental agreement as a protected individual under section 12 of this chapter.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-9**

#### **Change of lock requirements**

Sec. 9. (a) This section applies if a perpetrator who is restrained from contact with the tenant referred to in subsection (b) under an order referred to in section 7(2)(A) or 7(2)(B) of this chapter is not a tenant of the same dwelling unit as the tenant referred to in subsection (b).

(b) A landlord shall change the locks of a tenant's dwelling unit upon the written request of the tenant not later than forty-eight (48) hours after the tenant gives the landlord a copy of a court order referred to in section 7(2) of this chapter, and shall give a key to the new locks to the tenant.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-10**

#### **Change of lock requirements if a court issues a protection or restraining order**

Sec. 10. (a) This section applies if the perpetrator who is restrained from contact with the tenant referred to in subsection (b) under an order referred to in section 7(2)(A) or 7(2)(B) of this chapter is a tenant of the same dwelling unit as the tenant referred to in subsection (b).

(b) A landlord shall change the locks of a tenant's dwelling unit, upon the written request of the tenant, not later than twenty-four (24) hours after the tenant provides the landlord with a copy of a court order referred to in section 7(2) of this chapter restraining the perpetrator referred to in subsection (a) from contact with the tenant, and shall give a key to the new locks to the tenant.

(c) Unless the court order provided to the landlord under subsection (b) allows the perpetrator to return to the dwelling unit to retrieve the perpetrator's personal property, a landlord to whom subsection (b) applies may not by any act provide the perpetrator access to the dwelling unit.

(d) A landlord to whom subsection (b) applies is immune from civil liability for:

(1) excluding the perpetrator from the dwelling unit under a court order; or

(2) loss of use of or damage to personal property while the personal property is present in the dwelling unit.

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

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-11**

#### **Reimbursement for lock changes; key requirements**

Sec. 11. (a) A tenant who provides notice or a copy of a court order under section 9 or 10 of this chapter shall reimburse the landlord for the actual expense incurred by the landlord in changing the locks.

(b) If a landlord fails to change the locks within the time set forth in section 9(b) or 10(b) of this chapter, the tenant may change the locks without the landlord's permission, and the landlord shall reimburse the tenant for the actual expense incurred by the tenant in changing the locks.

(c) If a tenant changes the locks of the tenant's dwelling unit under subsection (b), the tenant shall give a key to the new locks to the landlord not later than twenty-four (24) hours after the locks are changed.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-12**

#### **Termination of rental agreements by protected individuals; written notices; liability**

Sec. 12. (a) A protected individual who is a tenant may terminate the protected individual's rights and obligations under a rental agreement by providing the landlord with a written notice of termination in compliance with this section.

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

(c) The written notice required by this section must include:

(1) a copy of:

(A) a civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the protected individual; or

(B) a criminal no contact order that restrains a perpetrator from contact with the protected individual; and

(2) if the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan, which must satisfy the following:

(A) The plan must be dated not more than thirty (30) days before the date on which the protected individual provides the written notice to the landlord under this section.

(B) The plan must be provided by an accredited domestic violence or sexual assault program.

(C) The plan must recommend relocation of the protected individual.

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

(1) prorated to the effective date of the termination; and

(2) payable at the time when payment of rent would have been required under the rental agreement.

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

(e) Notwithstanding section 13 of this chapter, a protected individual is entitled to deposits, returns, and other refunds as if the tenancy terminated by expiring under the terms of the rental agreement.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-13**

#### **Rights and obligations of other adult tenants**

Sec. 13. Notwithstanding:

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

the rights and obligations of other adult tenants of the dwelling unit under the rental agreement continue unaffected. A landlord is not obligated to return or account for any security deposit associated with the rental agreement until forty-five (45) days after the tenancy of all tenants has terminated.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-14**

#### **Liability of a perpetrator who is a tenant**

Sec. 14. A perpetrator who is a tenant and who is excluded from a dwelling unit under a court order remains liable under the lease with other tenants of the dwelling unit for rent and for the cost of damages to the dwelling unit.

As added by P.L.22-2007, SEC.2.

### **IC 32-31-9-15**

#### **Landlord or agent liability**

Sec. 15. This chapter does not make a landlord or the agent of a landlord liable for the actions of a perpetrator or a third party.

As added by P.L.22-2007, SEC.2.

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