

You can find out more about your rights as a tenant at www.indianajustice.org

Or contact Indiana University School of Law- Indianapolis Health and Human Rights Clinic; Neighborhood Christian Legal Clinic, or Indiana Legal Services for additional assistance.

**Health and Human Rights Clinic
Indiana University
School of Law - Indianapolis
Room 111
530 W. New York Street
Indianapolis, Indiana 46202**

**Office Hours:
Tuesday and Thursdays
11AM to 1PM at
Wishard Westside Community
Health Center
2732 West Michigan Street.**

**Neighborhood Christian Legal Clinic
3333 North Meridian Street
Suite 201
Indianapolis, IN 46208
phone: **317.429.4131**
fax: 317.429.4130
www.nclegalclinic.org**

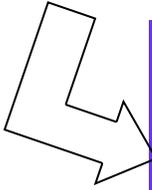
**Indiana Legal Services at
(317)631-9410
www.indianajustice.org**

***Know Your Rights:
Protecting Yourself
as a Tenant in
Indiana***



1. Tenants are entitled to decent, safe, and sanitary homes under Indiana law.

- Landlords must comply with the local health and housing codes, and usually must provide safe and operating electrical systems, plumbing systems, including hot and cold water, sanitary systems and functioning heating.



If your landlord is violating these requirements, you can make complaints not only to the landlord but also to your local health department. In Marion County, the **Health Department can be reached at 221-2141 or 221-2143.**



2. Keep a Written Record.

- Make your complaints in writing. Keep a record of your complaints.
- Keep your legal options open by paying your full rent and then pursue the landlord with a court action asking for a repayment of all or part of the rent.
 - If the conditions of the property are poor and you have not paid the rent in full, you should be allowed to raise these claims in defense if the landlord sues you for nonpayment of rent.

Note on printing and Internet access: You can print for 15 cents per page and access the internet for free at your local Marion County library. You don't have to be a citizen to get a library card in Marion County. To get a library card you can use a state-issued ID OR a piece of mail postmarked within the last 30 days, plus one of the following: a current lease with dates, address, and name; checkbook with name and current address; school schedule with name, address, and date; or report card with name, address, and date.

3. Federal and state law prohibit discrimination in housing because of race, national origin, religion, sex, disability, color, or the presence of children in the household.

4. Your landlord cannot forcibly evict you without going to court.

5. Your landlord usually cannot both accept your rent and proceed with eviction.

6. If your rental building is in foreclosure, you still have rights

Federal Protecting Tenants at Foreclosure Act requires that good faith tenants be allowed to remain for the full period of their leases or, if they don't have leases for a period of time, be given at least 90 days notice before they have to move.

7. Failure to act usually means you will lose.

If you receive a notice to appear in court for an eviction or any other reason, you are very likely to lose your case by default if you do not appear.

8. Don't get evicted from Federally Subsidized Housing.

- Such an eviction may prevent you from obtaining subsidized housing in the future.
- Extra protections exist for tenants in federally subsidized housing
- Speak to a lawyer about how to defend yourself from an eviction action.

9. Don't skip the damages stage of an eviction.

If ordered to vacate and a later hearing is scheduled for damages, document through pictures and/or witnesses the condition of the property when you move out appear in court to oppose any unfair claims for large damages against you.



10. Protect your right to return of your security deposit.

- When moving out provide your landlord with your new mailing address
- landlord is required within 45 days of you vacating the property to send you your full security deposit or a detailed list of charges that justify less than a full refund.
- If however, the landlord fails to return the deposit, the tenant may recover the tenant and reasonable attorney's fees.