

Important Tenant Rules to Know

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

- Electricity;
- Gas;
- Water; or
- Other essential services;

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

A tenant may not unreasonably withhold consent to the landlord to enter the dwelling in order to:

- Inspect the dwelling;
- Make necessary or agreed upon:
 - a. Repairs;
 - b. Decorations;
 - c. Alterations; or
 - d. Improvements
- Supply necessary or agreed to services; or
- Exhibit the dwelling to prospective or actual:
 - a. Purchasers;
 - b. Mortgagees;
 - c. Tenants;
 - d. Workers; or
 - e. Contractors

South Bend Human Rights Commission

If you feel that you are experiencing housing discrimination, contact the South Bend Human Rights Commission at:
319 N Niles Ave
South Bend, IN 46617
574-235-9355

Top Tenant Tips

- Have a signed lease with your name on it.
- Get everything in writing.
- Do NOT move into a rental unit that is in need of repair. Require the landlord to make the repairs BEFORE you move in and begin paying rent.
- Purchase Renter's Insurance.
- If you are experiencing a problem with your rental unit, you must contact your landlord. You must also give him/her access to the unit to assess the situation and make necessary repairs.
- You do NOT have the right to withhold your rent payment from your landlord. Doing so may result in eviction.
- When renting a house, YOU are responsible for maintaining/mowing the yard, shoveling snow, picking up litter/debris, and taking your trash to the alley/curb and placing it in appropriate trash/recycling container(s).
- Document the condition of the property when you move in - pictures with a date/time stamp are ideal.

Know your rights as a tenant!

See Indiana Code, Title 32,
Article 31 for in-depth information
on Tenant-Landlord relations.

<http://iga.in.gov/legislative/laws/2016/ic/titles/032/>

Health Department

If you are experiencing issues with mold, bed bugs, or other vermin, contact the Health Department at:
227 W Jefferson Blvd, #825
South Bend, IN 46601
574-235-9750

Landlord-Tenant Relations and Rights



The Department of Code Enforcement asks for your cooperation in keeping your neighborhood a clean and safe place to live.

Contact Us!

Code Enforcement
13th Floor County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
574-235-9486

Office Hours:
Monday - Friday
8:00 AM - 4:45 PM

Website: <https://www.southbendin.gov/>



Tenant Obligations

A tenant shall do the following:

- Keep the area used by the tenant reasonably clean.
- Use the following in a reasonable manner:
 - a. Electrical systems
 - b. Plumbing
 - c. Sanitary Systems
 - d. Heating, ventilation, and air conditioning systems
- Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental property.
- Ensure that each smoke detector installed in the tenants rental unit remains functional and not disabled.

Landlord's rights to enforce tenant obligations:

- A landlord can bring an action from a court with jurisdiction to enforce a tenant obligation but first must complete these steps:
 - a. the landlord has to inform the tenant of his/her noncompliance.
 - b. the tenant then has to be given a reasonable amount of time to fix the noncompliance.
- If the noncompliance caused physical damage and the landlord repaired it, the landlord can send a notice to the tenant of how much the repairs cost.

Landlord Obligations

A landlord shall do the following:

- Deliver the rental property to a tenant in line with the rental agreement, and in a safe, habitable, and clean condition.
- Make reasonable efforts to keep common areas of rental premises in a clean and proper condition (unless rental is a house).
- Provide and maintain the following items in a rental premises in good and safe working condition (if the systems were already there when rental agreement is entered into):
 - a. Electrical systems
 - b. Plumbing systems that can supply a reasonable amount of hot and cold running water at all times
 - c. Sanitary systems
 - d. Heating, ventilation, and air conditioning systems
 - e. Elevators

Tenant's rights to enforce landlord obligations:

- A tenant can bring an action from a court with jurisdiction to enforce a landlord obligation but first must meet these conditions:
 - a. The tenant has to inform the landlord of his/her noncompliance.
 - b. The landlord then has to be given a reasonable amount of time to fix the noncompliance. The tenant cannot prevent the landlord from having access to the rental premises to make repairs.
 - c. Landlord fails or refuses to repair or remedy the condition described in the tenant's notice.

Tenant's Privacy Rights

A landlord may not:

- Take possession of;
- Remove from a tenant's dwelling unit;
- Deny a tenant access to; or
- Dispose of;

A tenant's personal property in order to enforce an obligation of the tenant to the landlord under a rental agreement.

A landlord may not (unless authorized by a judicial order):

- Deny or interfere with a tenant's access to, or possession of, the tenant's dwelling by any act, including the following:
 - a. Changing the locks or adding a device to exclude the tenant from the dwelling;
 - b. Removing the doors, windows, fixtures, or appliances from the dwelling;
 - c. Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:
 - ◆ Electricity
 - ◆ Gas
 - ◆ Water
 - ◆ Other essential services

A landlord:

- Shall not abuse the right of entry or use a right of entry to harass a tenant
- Shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling; and

A landlord may enter the dwelling unit:

- Without notice to the tenant in the case of an emergency that threatens the safety of the occupants or the landlord's property; and
- Without the consent of the tenant:
 - a. Under a court order; or
 - b. If the tenant has abandoned or surrendered the dwelling