

Ordinance No. 72-76

AN ACT TO IMPROVE THE QUALITY OF HOUSING  
IN THE CITY OF BLOOMINGTON

The Common Council finds that the Indiana General Assembly has recognized the need for safe and sanitary residential dwellings fit for human habitation by setting up building code standards and procedures for their compliance and enforcement.

The Council recognizes that it is essential to the health, safety, and general welfare of the people of the City that owners of substandard housing be encouraged to provide safe and sanitary housing units for the public to whom units are offered. To further this objective, the Building Officials Conference of America's Basic Housing Code has been adopted as the housing code of the City of Bloomington to prescribe the minimum requirements of buildings used as human habitation.

The purpose of the Bloomington Housing Code is to protect the public health, safety and welfare in buildings used for dwelling purposes, and that code prohibits the rental of units by owner, operator or agent in violation of the code. The code puts primary responsibility on the owner, operator or agent to keep the premises up to the prescribed standards and places on the owner, operator or agent a continuing responsibility to maintain the premises in habitable condition.

Since all tenancy agreements are presumed to have been executed in the light of existing law and with reference to applicable legal principles,

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As to the authority of the Common Council to: license, regulate, and prohibit purposes for which real property may be used, see Burns Statute 48-1460(e); inspect any structure or other improvement, see Burns Statutes 48-1460(a); 48-1457(a), 48-6144, 48-2314, 35-509 and 20-805; request court appointed administrator, see Burns Statute 48-6144; regulate health and sanitation, see Burns Statute 48-1457; enforce compliance with city ordinances by land owners, see Burns Statute 48-1455(b); prohibit any condition or use of property, or from engaging in an activity without a license, see Burns Statute 48-1455(c); take action and exercise controls to preserve peace and good order and to regulate, license and prohibit any act which endangers public health, safety, or welfare, see Burns Statute 48-1456; take action and exercise control to secure and promote the general welfare and public health, see Burns Statute 48-1469(a); exercise any power or perform any function necessary in the public interest in the conduct of municipal or internal affairs, see Burns Statute 48-1466; exercise control relating to improvement, maintenance, and use of real property, see Burns Statute 48-1460. As to the authority of the inspector of buildings to declare a building unfit for human habitation and order abatement of nuisances, see Burns Statutes 35-2702, 5, 6 and 8.

As to the authority of the health officer to order abatement of dangerous health practices, see Burns Statute 35-511.

in any written or oral tenancy agreement there is deemed to be an implied warrant or covenant (1) of habitability, (2) that the premises and all common areas are fit for the use intended by the parties, (3) to keep the premises in reasonable repair during the term of the tenancy agreement, except when the disrepair has been caused by the willful or irresponsible conduct of the tenant or person under his direction or control, (4) to maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government. Finally, this act recognizes the modern tendency to treat performance of certain obligations of the parties to a tenancy agreement as mutually dependent.

The Common Council finds, after extensive legislative hearings and due deliberation, that many renters of residential property in the City reside in rental units which fail to meet the minimum standards of safety and sanitation as provided by building, zoning, fire and housing codes and that adequate safeguards to the quiet enjoyment of rented residential premises have been lacking.

Therefore, the Common Council deems it necessary and reasonable for the purpose of promoting the public health, safety, comfort, convenience, and general welfare to enact this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA:

#### ARTICLE I

##### GENERAL PROVISIONS AND DEFINITIONS

1 SECTION 1 Title. This ordinance shall be known and may be cited  
2 as the "An Act To Improve The Quality Of Housing In The City  
3 Of Bloomington."

1 SECTION 2 Purposes; Rules of Construction.

2 (a) This ordinance shall be liberally construed and applied to  
3 promote its underlying purposes and policies.

4 (b) Underlying purposes and policies of this ordinance are

5 (1) to simplify, clarify, modernize and revise the law governing  
6 rental units and the rights and obligations of landlord and  
7 tenant; and

8 (2) to encourage landlord and tenant to maintain and improve  
9 the quality of housing.

1 SECTION 3 Supplementary Principles of Law Applicable.

2 Unless displaced by the particular provisions of this ordinance,  
3 the principles of law and equity, including the law relating to  
4 the capacity to contract, mutuality of obligations, principal  
5 and agent, real property, public health, safety and fire prevention,  
6 estoppel, fraud, misrepresentation, duress, coercion, mistake,  
7 bankruptcy, or other validating or invalidating cause supplement  
8 its provisions.

1 SECTION 4 Construction Against Implicit Repeal. This ordinance  
2 being a general statement of city policy intended as a unified  
3 coverage of its subject matter, no part of it shall be deemed to  
4 be impliedly repealed by subsequent legislation if that  
5 construction can reasonably be avoided.

1 SECTION 5 Administration of Remedies; Enforcement.

2 (a) The remedies provided by this ordinance shall be so  
3 administered that the aggrieved party may be put in as good a  
4 position as if the other party had fully performed but neither  
5 consequential nor special nor penal damages may be had except as  
6 specifically provided in this ordinance or by other rule of law.

7 (b) Any right or obligation declared by this ordinance is  
8 enforceable by action unless the provision declaring it specifies  
9 a different and limited effect.

10 (c) Any doctrine that damages must be calculable with mathematic  
11 accuracy is rejected. The provision does not eliminate the  
12 necessity of proof of damages in a relevant and meaningful manner.

11 SECTION 6 Settlement of Disputed Claim or Right; Consideration.

2 A claim or right arising under this ordinance or on a rental  
3 agreement, if disputed in good faith, may be settled by agreement;  
4 provided that such agreement is entered into in good faith in a  
5 clear and conspicuous manner, in writing, separately signed by  
6 the parties and supported by consideration independent  
7 of the tenancy agreement, and not availed to shift responsibility  
8 arising from violations of building and housing codes from  
9 lessor to lessee.

1 SECTION 7 Territorial Application. This ordinance applies to,  
2 regulates, and determines rights, obligations and remedies under  
3 a tenancy agreement wherever made of a rental unit located  
4 within the City of Bloomington.

1 SECTION 8 Exclusions of Application From Ordinance. This ordinance  
2 is intended to apply, among others, to governmental or public  
3 agencies acting as landlords. Unless created to avoid the  
4 application of this ordinance, the following arrangements are  
5 not governed by this ordinance:

6 (a) Occupancy by a member of a fraternal or social organization  
7 in the portion of a structure operated for the benefit of the  
8 organization.

9 (b) Occupancy under a contract of sale of a rental unit or the  
10 property of which it is a part, if the occupant is the purchaser,  
11 or a person who succeeds to his interest.

12 (c) Transient occupancy in a hotel, motel or other similar lodgings.

13 (d) Occupancy by an employee of a landlord whose right to  
14 occupancy is conditional upon employment in or about the premises.

15 (e) Occupancy by an owner of a condominium unit or a holder of  
16 a proprietary lease in a cooperative.

17 (f) Where a rental building is owner-occupied and contains less  
18 than three (3) rental units, such rental units shall not be  
19 covered by this ordinance; provided, however, that this exclusion  
20 shall not apply to Article 5, section 32. (Inspection and  
21 Certification)

22 (g) Owners who reside in a single family dwelling unit  
23 but who wish to lease to individuals or a family while they  
24 are absent from the city for short periods of time, not to  
25 exceed one year, and who intend to return to their single family  
26 dwelling unit at the expiration of the lease period, shall not  
27 be required to conform to the provisions set forth in Article 5,  
28 Section 32 (Inspection and Certification) but shall be covered  
29 by the remainder of the ordinance.

1 SECTION 9 Jurisdiction and Service of Process.

2 (a) Any court of competent jurisdiction may exercise control  
3 over any landlord or tenant with respect to any conduct governed  
4 by this ordinance or with respect to any claim arising from a  
5 transaction subject to this ordinance.

6 (b) If a landlord is not a resident of this state or is a  
7 corporation not authorized to do business in this state and  
8 engages in any conduct in this city governed by this ordinance,  
9 he shall designate an agent upon whom service of process may  
10 be made in this state. The agent shall be a resident of Monroe  
11 County. Such designated agent, for purposes of service of process,  
12 shall be that person and address required in Article V, section  
13 32 (i).

14 (c) Service on the landlord and tenant shall be made in  
15 accordance with Indiana law.

1 SECTION 10 General Definitions. Subject to additional  
2 definitions contained in the subsequent Articles of this ordinance  
3 which are applicable to specific Articles thereof, and unless  
4 the context otherwise requires, in this ordinance:

5 (a) "Action" in the sense of a judicial proceeding includes  
6 counterclaim, setoff, suit in equity and any other proceedings  
7 in which rights are determined, including an action for possession.

8 (b) "Building and housing codes" include any law, ordinance, or  
9 governmental regulation concerning fitness for habitation, or the  
10 construction, maintenance, operation, occupancy, use, or  
11 appearance of any apartment building, premises or dwelling unit,  
12 adopted by the City of Bloomington or the State of Indiana.

13 (c) "Dwelling unit" means one or more rooms arranged for the use  
14 of one or more individuals living together as a single housekeeping  
15 unit, with cooking, living, sanitary, and sleeping facilities.

16 (d) "Good faith" means honesty in fact in the conduct of the  
17 transaction concerned.

18 (e) "Landlord" means the owner, or agent, of the rental unit or  
19 the building of which it is a part and in addition means any  
20 manager of the premises who fails to disclose as required by  
21 section 17.

22 (f) "Normal wear and tear" means that deterioration which occurs,  
23 based upon the use for which the rental unit is intended, without  
24 negligence, carelessness, accident, or abuse of the premises or  
25 equipment, or chattels by the tenant or members of his household,  
26 or their invitees or guests.

27 (g) "Notice," knowledge or notice of notification received by  
28 an organization is effective for a particular transaction from  
29 the time it is brought to the attention of the individual conducting  
30 that transaction, and in any event from the time it would have  
31 been brought to his attention if the organization had exercised  
32 reasonable diligence. A person "notifies" or "gives" a notice  
33 or notification to another by taking steps reasonably required  
34 to inform the other in ordinary course whether or not the other  
35 actually comes to know of it. A person "receives" a notice or  
36 notification when

- 37 (1) it comes to his attention, or
- 38 (2) it is delivered at the place of business of the landlord  
through which the tenancy agreement was made or at any place  
40 held out by him as a place for receipt of the communication.

41 (h) "Organization" includes a corporation, government, governmental  
42 subdivision or agency, business trust, estate, trust, partnership  
43 or association, two or more persons having a joint or common  
44 interest, and any other legal or commercial entity.

45 (i) "Owner" means one or more persons, jointly or severally, in  
46 whom is vested

- 47 (1) all or part of the legal title to property; and
- 48 (2) all or part of the beneficial ownership and a right to  
49 present use and enjoyment of the premises; and includes a  
50 mortgagee in possession.

51 (j) A person has notice of a fact when

- 52 (1) he has actual knowledge of it, or
- 53 (2) he has received a notice or notification of it, or
- 54 (3) from all the facts and circumstances known to him at the  
55 time in question he has reason to know that it exists.

56 (k) "Person" includes an individual or organization.

57 (1) "Premises" means a rental unit and the structure of which  
58 it is a part and facilities and appurtenances therein and grounds,

59 areas and facilities held out for the use of tenants generally  
60 or whose use is promised to the tenant.

61 (m) "Prepaid rent" means rent required to be paid before the  
62 beginning of any rental term.

63 (n) "Rent" includes the uniform periodic payment due the landlord,  
64 however denominated, but shall not include charges or fines for  
65 violation of a rule or regulation nor charges or amounts due the  
66 landlord for damages to the rental unit caused by the tenant,  
67 his family or guests.

68 (o) "Rental building" means a building containing one or more  
69 rental units.

70 (p) "Rental dwelling unit" means a dwelling unit in a residential  
71 premises covered by a tenancy agreement.

72 (q) "Rental unit" means a rented dwelling unit or rooming unit.

73 (r) "Rooming unit" means any room or group of rooms forming a  
74 single habitable unit used or intended to be used for living  
75 and sleeping, but not for cooking or eating purposes and contained  
76 in a residential premises covered by a tenancy agreement.

77 (s) "Security deposit" means any advance or deposit of money,  
78 regardless of its denomination, the primary function of which  
79 is to secure the performance of a tenancy agreement for  
80 rental premises or any part thereof.

81 (t) "Single family rental unit" means a structure maintained  
82 and used as a single rental unit and covered by a tenancy  
83 agreement. Notwithstanding that a rental unit shares one or more  
84 walls with another rental unit, it is deemed a single-family  
85 rental residence if it has direct access to a street or  
86 thoroughfare and shares neither heating facilities nor hot water  
87 equipment, nor any other essential facility or service, with  
88 any other rental unit.

89 (u) "Tenant" means any person entitled to occupy a rental unit  
90 under a tenancy agreement to the exclusion of others.

91 (v) "Tenancy agreement" includes all agreements, written, oral  
92 or implied, and valid rules and regulations embodying the terms  
93 and conditions concerning the use and occupancy of a rental unit  
94 and premises.

95 (w) "Transient occupancy" means occupancy which is less than two  
96 weeks duration in the same or similar units owned by the same owner.

1 SECTION 11 Obligation of Good Faith. Every duty within this  
2 ordinance and every act which must be performed as a condition  
3 precedent to the exercise of a right or remedy under this ordinance  
4 imposes an obligation of good faith in its performance or  
5 enforcement.

ARTICLE II  
TENANCY AGREEMENTS

1 SECTION 12 Terms and Conditions of Tenancy Agreements.

2 (a) The terms and conditions of a tenancy agreement shall be  
3 considered to be mutually dependent. The landlord and tenant  
4 shall include in a tenancy agreement, but not be limited to,  
5 the following duties and responsibilities outlined in subsections  
6 (b), (c), (d), and (e) of this section.

7 (b) the landlord agrees:

8 (1) to deliver to tenant both legal and physical possession  
9 of the leased premises;

10 (a) if the landlord fails to deliver possession of the  
11 rental unit as provided in section 12(b)(1)

12 (i) rent abates until possession is delivered, and

13 (ii) the tenant may

14 (a) upon at least five (5) days written notice to  
15 the landlord terminate the tenancy agreement and  
16 upon termination the landlord shall return all  
17 rent and security deposits; or

18 (b) demand performance of the tenancy agreement by  
19 the landlord and if the landlord refuses to bring an  
20 action for possession may elect to

21 (i) request the landlord to provide adequate substitute  
22 housing comparable to that leased. If the landlord  
23 refuses to provide said substitute housing, the  
24 tenant may,

25 (ii) locate adequate substitute housing pending the  
26 outcome of the landlord's action for possession, or may

27 (iii) maintain an action for possession on his own behalf.

28 (c) If a tenant is forced to maintain an action for



28           possession or locate adequate substitute housing he may  
29           deduct the costs of said action and housing from his  
30           rent once possession is restored or resort to his  
31           traditional legal remedy.

32       (2) to expressly warrant that the premises leased to the tenant  
33       are adequately fit for human habitation, in a safe and sanitary  
34       condition, and in compliance with all building and housing codes.

35       (3) (a) that the landlord or his agent shall have the right to  
36       enter a rental unit only for the purpose of

37           (i) inspecting the premises for damage or needed repairs  
38           or improvements only, without intruding into a tenant's  
39           personal effects;

40           (ii) making necessary repairs or improvements;

41           (iii) exhibiting the rental unit to prospective tenants,  
42           purchasers or mortgagees.

43       (b) Entry may be made only with tenant permission, unless  
44       made between the hours of 9:00 a.m. and 5:00 p.m., and  
45       after advance notice of at least twenty-four (24) hours to  
46       the tenant of the date, time and purpose of entry. The  
47       landlord may request access to the unit to show it to  
48       prospective tenants between the hours of 9:00 a.m. and  
49       7:00 p.m., after advance notice of at least one hour.  
50       Permission for such entry by the landlord and prospective  
51       tenant shall not be unreasonably withheld by tenant.

52       (c) Entry may be made without prior notice if the landlord  
53       or his agent reasonably believes that an emergency exists,  
54       such as a fire or broken water pipe, and requires immediate  
55       entry without notice.

56       (4) to be responsible for the following maintenance duties:

57           (a) maintaining an extermination service for all units  
58           covered by the agreement which shall include the elimination  
59           of all vermin and rodents from the rooms, units and common  
60           areas as needed.

61           (b) painting as needed all common areas and rental units  
62           with interior non-lead base paint of a grade designed to  
63           be washed without streaking.

64 (c) installing and maintaining locks on all doors and  
65 windows leading from the living quarters to the hallways  
66 and all other common areas.

67 (d) to keep the premises in reasonable repair during  
68 the term of the tenancy agreement, except when the  
69 disrepair has been caused by the willful or irresponsible  
70 conduct by the tenant, his guest, or a person under his  
71 direction and control.

72 (e) installing and maintaining lights in all common areas  
73 sufficient to provide adequate illumination.

74 (f) providing and installing screens, from June 1 to  
75 October 15th, in good condition for all windows in each  
76 rental unit.

77 (g) keeping in repair all doors, windows, and stairs.

78 (h) maintaining the leased premises and common areas in  
79 accordance with municipal housing, building and zoning  
80 code standards.

81 (5) that all notices to quit and eviction shall be issued and  
82 conducted in strict adherence to the laws of the State of  
83 Indiana. Upon eviction by the landlord or his agent all duties  
84 of further payment by tenants under the tenancy agreement cease,  
85 unless otherwise specified by the court issuing the eviction order.

86 (6) that if the tenant should vacate the premises without cause  
87 and in violation of the tenancy agreement or the provisions of this  
88 ordinance, the landlord shall exercise due diligence to re-lease  
89 the premises, and recovery against the tenant for rent due is  
90 limited to the damages actually incurred by the landlord who  
91 has exercised such due diligence to re-lease the premises.

92 (7) that in the event a written tenancy agreement is utilized  
93 a copy of such agreement shall be given to each and every  
94 tenant at the time of the signing of the agreement. If a  
95 tenant so requests, subsequent copies shall be supplied by  
96 the landlord for which a reasonable service charge not  
97 to exceed twenty-five cents (25¢) per page may be made. The  
98 copy shall be delivered to tenant within forty-eight (48) hours  
99 after such request.

100 (8) to return the security deposit tendered by a tenant, if  
101 any, or any portion thereof due tenant within thirty (30) days  
102 of tenant's vacating the premises. At the same time, if any  
103 of the deposit be withheld, the landlord shall furnish the  
104 tenant with a statement itemizing the cost to which the deposit  
105 was applied, including the names, addresses, and fees of  
106 persons or firms doing repairs or cleaning, or if done by the  
107 owner or employees of the owner, the costs of materials and  
108 reasonable value of labor supplied.

109 (c) The tenant agrees:

110 (1) to pay all rents promptly when due.

111 (2) to pay for any damage to the leased premises, and for  
112 any damage to, or loss of, the appliances and fixtures  
113 therein, caused by any act of negligence by him or any of  
114 his guests, provided that damages due to ordinary wear  
115 and tear are excepted.

116 (3) to place his garbage and refuse inside the containers  
117 provided.

118 (4) (4) to refrain from acts or practices which unreasonably  
119 disturb his neighbors.

120 (5) to keep his rental unit in a clean and sanitary condition.

121 (6) to abide by the municipal code regulations regarding  
122 care and occupancy of his rental unit.

123 (7) to surrender possession of the leased premises to the  
124 landlord upon termination of the tenancy agreement either by  
125 lapse of time, or if there is a legal cause for eviction,  
126 by notice as provided in section 12(b)(5).

127 (8) to tender the required security deposits, if any, at the  
128 signing of the tenancy agreement which shall be returned to  
129 him minus the cost of repairing any damage (except ordinary  
130 wear and tear) caused by the tenant and his guest, the  
131 cost of putting the premises in as clean a condition as the  
132 tenant found them, and any rent due. The need for any and all  
133 painting is presumed to have arisen from ordinary wear

134 and tear, unless proven otherwise.

135 (9) and understands that all tenants of the leased premises  
136 are held jointly and severally liable for breach of this  
137 tenancy agreement; that is each tenant should understand that  
138 he may be held responsible for the acts of omissions of the  
139 other tenants signing the tenancy agreement.

140 (10) that he shall occupy his rental unit as a place of residence.

141 (d) Both the landlord and tenant are required to expressly  
142 agree that the tenant may sublease the leased premises for the  
143 duration of the term of the tenancy agreement, or any portion  
144 thereof, upon written consent of the landlord, which consent shall  
145 not be unreasonably withheld. Consent to sublet for the balance  
146 of the term of the tenancy agreement constitutes a release of the  
147 tenant from further liability under the tenancy agreement when  
148 the sublessee has gone into possession. Upon the acceptance of  
149 the sublessees by the landlord, the landlord shall refund all  
150 damage deposits to which the original tenant is lawfully entitled.

151 (e) Both the landlord and the tenant are required to expressly agree  
152 that the premises described in the tenancy agreement are for  
153 the full use and enjoyment of the tenant during the term of the tenancy  
154 agreement. Specifically, landlord and tenant shall agree that  
155 tenant may entertain guests on the premises at any and all times  
156 but such guests shall not disturb the peace or otherwise violate  
157 the provisions of the tenancy agreement, or stay beyond a reasonable  
158 time.

159 (f) Rent shall be payable without demand or notice at the time  
160 and place agreed upon by the parties. Unless otherwise agreed,  
161 periodic rent shall be payable at the beginning of any term one  
162 month or less and otherwise in equal monthly installments at  
163 the beginning of each month. When the rent is to be prorated  
164 for a period less than a rent paying period, except as otherwise  
165 provided, rent shall be uniformly apportionable from day to day.

166 (g) In absence of agreement as to term, the tenancy shall be  
167 month-to-month, or, in the case of occupancy of a rooming unit  
168 it will be week-to-week.

1 SECTION 13 Effect of Unsigned or Undelivered Tenancy Agreement.

- 2 (a) If the landlord does not sign and deliver a written tenancy  
3 agreement signed and delivered to him by the tenant, acceptance  
4 of rent without reservation by the landlord gives the tenancy  
5 agreement the same effect as if it had been signed and delivered  
6 by the landlord.
- 7 (b) If the tenant does not sign and deliver a written tenancy  
8 agreement signed and delivered to him by the landlord,  
9 acceptance of possession and payment of rent without reservation  
10 gives the tenancy agreement the same effect as if it had been  
11 signed and delivered by the tenant.

1 SECTION 14 Waiver of Rights; Authorization to Confess Judgment;  
2 Attorney's Fees; and Landlord's Waiver of Liability Forbidden.

- 3 No tenancy agreement shall provide that tenant thereby;  
4 (a) agrees to waive or to forego rights or remedies under  
5 this ordinance.
- 6 (b) authorizes any person to confess judgment on a claim arising  
7 out of the tenancy agreement.
- 8 (c) agrees to pay the landlord's attorney's fees, except as  
9 allowed by this ordinance.
- 10 (d) agrees to the exemption or limitation of any liability of the  
11 landlord arising under law or to indemnify the landlord for  
12 that liability or the costs connected therewith.
- 13 (e) If a prohibited provision is included in a tenancy agreement  
14 the provision is unenforceable.

1 SECTION 15 Separation of Rents and Obligations to Maintain  
2 Property Forbidden. A tenancy agreement, assignment, or sublease  
3 may not permit the receipt of rent free of the obligation to  
4 comply with Section 12.

1 SECTION 16 Inventory and Damage Lists; Security Deposits

- 2 (a) At the beginning of the occupancy the premises shall  
3 be inspected jointly by the tenant and landlord or landlord's  
4 agent. The landlord shall provide an inventory and damage list to  
5 each tenant and may include any items on the list which he deems  
6 appropriate. At the time of the inspection the inventory and damage  
7 list shall be signed by all parties to the tenancy agreement.

8 Duplicate copies of the inventory and damage list shall be retained  
9 by all parties and shall be deemed a part of the tenancy agreement.

10 (b) The following presumptions shall be applied for the  
11 administration and enforcement of this section:

12 (1) failure of the landlord to supply and execute an  
13 inventory and damage list shall create a presumption that  
14 any damages to the rental unit at the expiration of the  
15 tenancy agreement were in existence prior to the current  
16 tenant's occupancy.

17 (2) failure of the tenant to execute an inventory and  
18 damage list shall create a presumption in favor of the  
19 landlord that all damages done to the rental unit occurred  
20 during the period of the current tenancy agreement. Upon  
21 refusal of the tenant to sign the inventory and damage list  
22 the landlord shall notify the tenant of the consequences of  
23 his action. In order for the landlords to take advantage  
24 of this presumption they must inventory the rental unit and  
25 have the person doing the inventory sign and date the  
26 inventory and damage list and state thereon that the tenant  
27 refused to sign the list.

28 (c) At the end of the tenant's occupancy, but prior to the  
29 occupancy of the next tenant, the premises will be jointly  
30 inspected by the tenant and landlord or his agent. Any damages  
31 to the rental unit shall be noted on the inventory and damage  
32 list, and the list shall thereupon be signed by the parties.  
33 If the parties can agree to the cost of repair such portion as  
34 is due the tenant may be immediately refunded.

35 (d) No more than one month's rent shall be required as a security  
36 deposit and prepaid rent.

37 (e) When a tenancy agreement is to extend for a period of two  
38 years or more and the landlord at the request of the tenant  
39 undertakes extensive remodeling, the landlord may request a  
40 deposit sufficient to secure performance of the tenancy agreement.

1 SECTION 17 Disclosure.

2 (a) A party signing a tenancy agreement as landlord shall disclose  
3 therein or in a separate writing furnished to the tenant at  
4 or before the commencement of tenancy the name and usual address

5 of each person who is

6 (1) authorized to manage the premises; and

7 (2) an owner of the premises or his agent who is authorized

8 to act for and on behalf of the owner for the purpose of

9 service of process and for the purpose of receiving all

10 notices and demands.

11 (b) In the case of an oral tenancy agreement the landlord, on

12 written demand, shall furnish the tenant with a written statement

13 containing the information required by subsection (a) of this

14 section.

15 (c) The information required by this section shall be kept

16 current and shall comply with the conditions set forth in Article

17 V, section 32. The provisions of this section shall extend to

18 and be enforceable against any successor landlord, owner, or

19 manager.

1 SECTION 18 Landlord Obligations Performed by Tenant.

2 (a) The landlord and tenant of a single-family rental residence

3 may agree in writing that the tenant perform the landlord's

4 duties specified in paragraph (4) of Section 12 (b) and also

5 specified repairs, maintenance tasks, alterations and remodeling,

6 but only if the transaction is entered into in good faith and is

7 clear and conspicuous, in writing, supported by consideration,

8 results in reduced rent in proportion to the value received and

9 not availed of to shift responsibilities arising from violations

10 of building and housing codes.

11 (b) The landlord and tenant of any other rental unit may agree

12 that the tenant is to perform specified repairs, maintenance

13 tasks, alterations, or remodeling only if

14 (1) the agreement of the parties is entered into in good faith

15 and is not for the purpose of evading the obligations of the

16 landlord and is set forth in a separate writing signed by

17 the parties and supported by adequate consideration;

18 (2) the work is not necessary to cure a material noncompliance

19 with Section 12(b) (4)(g); and

20 (3) the agreement does not diminish or affect the obligation

21 of the landlord to other tenants in the premises.

22 (4) The landlord does not treat performance of the separate

23 agreement as a condition to any obligation or performance  
24 of any tenancy agreement.

1 SECTION 19 Rules and Regulations. A rule or regulation concerning  
2 a tenant's use, occupancy or obligation to maintain is enforceable  
3 against the tenant only if  
4 (a) its purpose is to promote the convenience, safety or  
5 welfare of the tenants of the rental building, to preserve the  
6 landlord's property from abusive use, or to make a fair distribution  
7 of services and facilities held out for the tenants generally;  
8 (b) it is reasonably related to the purpose for which it is  
9 promulgated;  
10 (c) it applies and is enforced against all tenants of the  
11 property in a fair manner;  
12 (d) it is sufficiently explicit in its prohibition, direction,  
13 or limitation of the tenant's conduct to fairly inform him of  
14 what he must or must not do to comply;  
15 (e) it is not for the purpose of evading the obligations  
16 of the landlord; and  
17 (f) the tenant has notice of it at the time he enters into the  
18 tenancy agreement or is notified of it after he enters into  
19 the tenancy agreement and, if it works a substantial modification  
20 of his bargain, is consented to in writing by him.



## ARTICLE III

## REMEDIES

1 SECTION 20 Noncompliance by the Landlord - In General.

2 (a) Except as otherwise provided in this ordinance the tenant  
3 may terminate the tenancy agreement, if there is a material  
4 noncompliance by the landlord with the tenancy agreement or a  
5 noncompliance with Section 12(b) (4) materially affecting  
6 health and safety. The tenant may not terminate for a condition  
7 caused by the intentional or negligent act or omission of the  
8 tenant, a member of his family, or other person on the premises  
9 with his consent. In order to terminate the tenancy agreement  
10 the tenant shall deliver a written notice to the landlord or  
11 his agent specifying the breach and the tenant's intention to  
12 terminate the tenancy agreement. The landlord must initiate  
13 action to assure compliance within seventy-two (72) hours after  
14 receipt of the written notice. Work on the material breach  
15 must be continuous and pursued with diligence. If the landlord  
16 is not attempting with due diligence to correct the material  
17 noncompliance the tenant shall deliver a second written  
18 notice stating his intent to vacate the premises at the  
19 expiration of 24 hours from the time the second notice is served  
20 on the landlord unless the landlord complies within the 24 hour  
21 period or provides him with written proof that he is in fact  
22 proceeding with due diligence. In lieu of the termination  
23 notice set out in this subsection the tenant may utilize  
24 subsection (b) of Section 20 and give prior written notice thereof.

25 (b) If the cost of repairs to eliminate the noncompliance is  
26 less than one (1) month's rent the tenant may elect to have the  
27 repairs made and deduct an amount equal to such costs from  
28 the rent. The tenant shall keep copies of records which he shall  
29 send to the landlord in lieu of rent.

30 (c) Where the cost of repairs to eliminate the noncompliance  
31 by the landlord under this section exceeds the one month rent  
32 limitation the tenant may petition the City Attorney to apply

33 to a court of competent jurisdiction for an injunction requiring  
34 compliance and may further ask for the appointment of a receiver  
35 pursuant to I.C. 1971, 18-5-5; Burns Statute §48-6144.

36 (d) Except as otherwise provided in this ordinance, the tenant  
37 may recover damages for any noncompliance by the landlord with  
38 the tenancy agreement or Sections 12(b) (4), 16 or 17. If the  
39 landlord's noncompliance is willfull or due to his lack of  
40 due care the tenant may recover court costs and reasonable  
41 attorney's fees. The remedy provided in this section is in  
42 addition to any right of the tenant arising under Section 20(a).

43 (e) If the tenancy agreement is terminated, the landlord shall  
44 return all rent and security deposit funds not applied to  
45 accrued rent or other liability.

1 SECTION 21 Failure to Supply Heat, Water, or Hot Water.

2 (a) The remedies under this section and Section 20 are  
3 mutually exclusive.

4 (b) If, contrary to the tenancy agreement or applicable housing  
5 and building codes, the landlord failes to supply running water,  
6 hot water, heat, or required sanitation facilities and the  
7 landlord fails to comply within twenty four (24) hours after  
8 written notice by the tenant specifying the breach, the tenant may

9 (1)(i) If the cost of repairs is less than two (2) months  
10 rent, have the repairs made and deduct the cost from the  
11 rent. The tenant shall keep copies of all records which  
12 he shall forward to the landlord in lieu of rent; or

13 (ii) where the cost of repairs to eliminate the noncompliance  
14 by the landlord under this section exceeds the two month  
15 rent limitation the City Attorney upon petition by a  
16 tenant may apply to a court of competent jurisdiction for  
17 an injunction requiring compliance and may further ask for  
18 the appointment of a receiver pursuant to I.C. 1971, 18-5-5;  
19 Burns Statute §48-6144.

20 (2) and in addition to Section 21 (b)(1)(i) or (ii), if the  
21 landlord fails to supply adequate substitute housing, the

22 tenant may procure reasonable substitute housing during the  
23 period of the landlord's noncompliance, in which case the  
24 tenant is excused from paying rent for the period of the land-  
25 lord's noncompliance, and in addition may recover the  
26 actual value of reasonable substitute housing, and in any  
27 case under this subsection, reasonable attorney's fees.

28 (3) If the rental unit is not habitable within thirty (30)  
29 days of the notice of noncompliance the tenancy agreement  
30 may be terminated by the tenant without notice.

31 (c) If the tenancy agreement is terminated, the landlord shall  
32 return all rent and security deposit funds not applied to rent  
33 accrued prior to the noncompliance or other liability.

34 (d) The remedies provided in this section are not available  
35 to the tenant if the condition is caused by the intentional  
36 or negligent act or omission of the tenant, a member of his  
37 family or other person on the premises with his consent, or by  
38 any cause beyond the reasonable control of the landlord.

1 SECTION 22 Landlord's Noncompliance as Defense to Action for  
2 Possession or Rent.

3 (a) In an action for possession based upon nonpayment of the rent,  
4 the tenant may counterclaim for any amount due to him for any  
5 action taken by him provided for in this ordinance and also  
6 defend upon the grounds of noncompliance with Section 12(b)(4)  
7 which materially affects health and safety. If that defense  
8 is raised the court may periodically order the tenant to pay  
9 into court all or part of the rent accrued and thereafter  
10 accruing, shall determine whether the defense is supported by  
11 the evidence and if it is the amount, if any, by which the  
12 periodic rent is to be reduced to reflect the diminution in  
13 value of the rental unit during the period of noncompliance.  
14 The court shall further determine the amount, if any, to which  
15 the tenant is entitled for any action taken by him under Section 21.  
16 The party to whom a new amount is owed shall be paid first from  
17 the money paid into court, if any, and the balance by the other  
18 party. If no rent remains due after application of the provisions  
19 of this section, judgment shall be entered for the tenant in

20 the action for possession. If the court finds that the landlord's  
21 noncompliance with Section 12(b)(4) did not materially affect  
22 health and safety, the landlord shall be entitled to recover  
23 possession from the tenant and if the defense of noncompliance  
24 was not raised in good faith court costs including a reasonable  
25 attorney's fee.

26 (b) In an action for rent, the tenant may raise the defense of  
27 noncompliance with Section 12(b)(4) and the provisions of  
28 subsection (a) shall apply to the extent applicable except that  
29 the tenant shall not be required to pay any rent into court.

1 SECTION 23 Fire or Casualty Damage. If the rental unit or  
2 premises are damaged or destroyed by fire or casualty to an  
3 extent that enjoyment of the rental unit is substantially impaired,  
4 the tenant may

5 (a) immediately vacate the premises and notify the landlord in  
6 writing within one (1) week thereafter of his intention to terminate  
7 the tenancy agreement, in which case the tenancy agreement  
8 terminates as of the date of vacating; or

9 (b) if continued occupancy is otherwise lawful, vacate any part  
10 of the rental unit rendered unusable by the fire or casualty, in  
11 which case the tenant's liability for rent is reduced by the  
12 fair rental value of the portion of the rental unit damaged or  
13 destroyed. If the tenancy agreement is terminated the landlord  
14 shall return all rent and security deposit funds payable under  
15 Section 20(e). Accounting for rent in the event of termination  
16 or apportionment is to occur as of the date of the casualty.

1 SECTION 24 Tenant's Remedies for Landlord's Unlawful Ouster or  
2 Exclusion. If the landlord unlawfully removes or excludes  
3 the tenant from the premises, or willfully diminishes services  
4 to the tenant by interrupting or causing the interruption of  
5 electric, gas, water or other essential service to the tenant,  
6 the tenant may recover possession or terminate the tenancy  
7 agreement and, in either case, recover an amount equal to the  
8 damages sustained by him and court costs including a reasonable  
9 attorney's fee, together with any rent and security deposit  
10 funds payable under Section 20(e); however where the tenant

11 recovers possession of the rental unit the landlord may require  
12 a security deposit not to exceed one (1) month's rent.

1 SECTION 25 Noncompliance with Tenancy Agreement; Failure to  
2 Pay Rent

3 (a) Except as otherwise provided in this ordinance, if there is  
4 a material noncompliance other than non payment of rent by the  
5 tenant with the tenancy agreement and the tenant fails to comply  
6 within one (1) week after written notice by the landlord specifying  
7 the breach and his intention to terminate the tenancy agreement  
8 unless the tenant remedies the breach within that period of  
9 time, the landlord may terminate the tenancy agreement, provided  
10 however, that all notices to quit and evictions shall be issued  
11 and conducted in strict adherence to the laws of the State  
12 of Indiana. Upon eviction by the landlord or his agent all  
13 duties of further payment under the tenancy agreement cease  
14 unless otherwise specified by a court or by the court issuing  
15 the eviction order, provided however, that this provision shall  
16 not be construed as to relieve the landlord of a duty to  
17 mitigate damages.

18 (b) If rent is unpaid when due and the tenant fails to pay rent  
19 within ten (10) days after written notice by the landlord of  
20 nonpayment and his intention to terminate the tenancy agreement  
21 if the rent is not paid within that period of time, the landlord  
22 may terminate the tenancy agreement, provided, however, that all  
23 notices to quit and evictions shall be issued and conducted  
24 in strict adherence to the laws of the State of Indiana.  
25 Upon eviction by the landlord or his agent all duties of further  
26 payment under the tenancy agreement cease unless otherwise  
27 specified by a court or by the court issuing the eviction  
28 order, provided however, that this provision shall not be  
29 construed as to relieve the landlord of a duty to mitigate  
30 damages.

1 SECTION 26 Failure to Maintain.

2 (a) If there is a material noncompliance by the tenant with  
3 any paragraph of Section 12(c) materially affecting health and  
4 safety which can be remedied by repair, replacement of a damaged  
5 item or cleaning, and the tenant fails to comply within  
6 five (5) days after written notice by the landlord specifying  
7 the breach and requesting that the tenant remedy it within a  
8 reasonable period of time, the landlord may do the work or cause  
9 the work to be performed and submit an itemized bill for the  
10 actual and reasonable cost or the fair and reasonable value  
11 thereof with the rent on the next date when periodic rent is due,  
12 or if the tenancy agreement has terminated, for immediate  
13 payment.

14 (b) If the tenant's material noncompliance recurs within six (6)  
15 months the landlord may terminate the tenancy agreement with  
16 notice, provided however, that the landlord exercised no  
17 self-help and complies with the requirements of Section 12(b)(5).  
18 A reasonable attorney's fee may be awarded to the landlord under  
19 this section if, in the opinion of the court, justice so requires.

1 SECTION 27 Remedies for Absence, Non-Use and Abandonment.

2 (a) The landlord, during any extended absence of the tenant in  
3 excess of seven (7) days may enter the rental unit at a time  
4 reasonably necessary as provided in Section 12 (b)(4).

5 (b) Unless otherwise agreed, if the tenant uses the rental  
6 unit for other than dwelling purposes the landlord may give

7 a written notice to the tenant stating the wrongful use  
8 and stating that it constitutes a breach under the law or the  
9 tenancy agreement, as the case may be, and that if the breach  
10 continues or recurs after the date specified in the notice the  
11 landlord may terminate the tenancy agreement and bring an action  
12 for possession. If the breach continues or recurs after the date  
13 specified in the notice the landlord shall proceed as provided  
14 in Section 12 (b) (5). A reasonable attorney's fee may be awarded  
15 to the landlord if, in the opinion of the court, justice so requires.

16 (c) If the tenant abandons the rental unit, the landlord shall  
17 make reasonable efforts to rent it at a fair rental. If the  
18 landlord rents the rental unit for a term beginning prior to the  
19 expiration of the tenancy agreement, it is deemed to be terminated  
20 as of the date the new tenancy begins. However, the abandoning  
21 tenant may be required to pay the difference in the rental rate  
22 for the remainder of the term. The tenancy agreement is deemed  
23 to be terminated by the landlord as of the date the landlord  
24 has notice of the abandonment if the landlord fails to use  
25 reasonable efforts to rent the rental unit at a fair rental or  
26 if the landlord accepts the abandonment as surrender. If  
27 the tenancy is from month to month, or week to week, the term  
28 of the tenancy agreement for this purpose shall be deemed to  
29 be a month or a week, as the case may be.

1 SECTION 28 Waiver of the Landlord's Right to Terminate

2 Acceptance of rent with knowledge of a default by tenant or  
3 acceptance of performance by the tenant which is at variance  
4 with the terms of the tenancy agreement or rules or regulations  
5 subsequently adopted by the landlord constitutes a waiver of

6 his right to terminate the tenancy agreement for the breach,  
7 provided, however, that this section must be read in connection  
8 with Section 25. Acceptance of back rent due paid after  
9 expiration of a termination notice does not constitute a waiver  
10 of the termination.

1 SECTION 29 Periodic Tenancy; Holdover

2 (a) The landlord or the tenant may terminate a periodic tenancy  
3 which is less than month-to-month by a written notice given to  
4 the other at least one (1) month prior to the termination date  
5 specified in the notice.

6 (b) The landlord or the tenant may terminate a month-to-month  
7 tenancy by a written notice given to the other at least one (1)  
8 month prior to the periodic rental date specified in  
9 the notice.

10 (c) If the tenant remains in possession without the landlord's  
11 consent after expiration of the term of the tenancy agreement or its  
12 termination as provided in this section, the landlord may recover  
13 actual damages including but not limited to the fair rental value  
14 of the premises for the period of occupancy; and if the  
15 landlord does not consent to the tenant's continued occupancy,  
16 he may bring an action for possession. The landlord may be awarded  
17 a reasonable attorney's fee if, in the court's opinion, justice  
18 so requires.

1 SECTION 30 Landlord and Tenant Remedies for Abuse of Access

2 (a) If the tenant refuses to allow lawful access, the landlord  
3 may obtain injunctive relief to compel access, or terminate  
4 the rental agreement.

5 (b) If the landlord enters the rental unit other than as  
6 provided herein the tenant may recover damages caused by the  
7 landlord's negligence or intentionally wrongful act.

8 (c) If the landlord makes an unlawful entry or a lawful entry in  
9 an unreasonable manner or makes repeated demands for entry otherwise  
10 lawful but which have the effect of unreasonably harassing the  
11 tenant, the tenant may obtain injunctive relief to prevent the  
12 recurrence of the action or to exclude the landlord or may terminate  
13 the tenancy agreement.

14 (d) Parties who obtain relief under this section may recover



15 actual damages and reasonable attorney's fees.

ARTICLE IV  
RETALIATORY EVICTION

1 SECTION 31 Retaliatory Eviction Prohibited

2 (a) Except as otherwise provided in this section, a landlord  
3 may not retaliate by bringing or threatening to bring an action  
4 for possession after

5 (1) the tenant has complained to a governmental agency charged  
6 with responsibility for enforcement of a building or housing  
7 code of a violation applicable to the premises materially  
8 affecting health and safety.

9 (2) the tenant has complained to the landlord of a violation  
10 under Section 12 (b)(4).

11 (3) the tenant expresses or acts on an interest in contacting,  
12 forming or participating in any manner in any tenant  
13 organizations or related tenant activity or public agency.

14 (4) tenant exercises any right at law or equity.

15 (b) If the landlord acts in violation of subsection (a), the  
16 tenant shall be entitled to actual damages sustained, the costs  
17 of the suit, including reasonable attorney's fees, and in addition  
18 has a defense in any action against him for possession. In any action  
19 by or against the tenant under this subsection, evidence of a  
20 complaint or notice of a violation referred to in subsection (a)  
21 creates a rebuttable presumption that the landlord's action was  
22 in retaliation unless the court finds that the tenant made the  
23 complaint after notice of a proposed rental increase or other  
24 action in good faith by the landlord, in which event there is a  
25 rebuttable presumption that the complaint was not made in good  
26 faith.

27 (c) A landlord who is entitled to possession except as provided  
28 for in subsection (a) may bring an action for possession and no  
29 presumption in the tenant's favor shall apply and no Section 22  
30 defense is raised if

31 (1) the violation of the applicable building or housing code

32 was caused primarily by the lack of due care by the tenant  
33 or other person in his household or upon the premises with  
34 his consent; or  
35 (2) the tenant is in default in the payment of rent; or  
36 (3) compliance with the applicable building or housing code  
37 requires alteration, remodeling, or demolition which would  
38 effectively deprive the tenant of use of the rental unit but  
39 the maintenance of the action does not release the landlord  
40 from liability under Section 20(b).

ARTICLE V

INSPECTION AND CERTIFICATION

1 SECTION 32 Inspection and Certification of Occupancy

2 The purpose of this section is to provide rules for compliance  
3 and enforcement and to provide funds for such enforcement.

4 (a) Each rental unit and premises within the City shall be  
5 inspected by the appropriate department of the City at least once  
6 every two years to establish compliance with the building,  
7 zoning, fire and housing codes.

8 (b) All rental units and premises inspected by the City which  
9 conform to the building, zoning, fire, and housing codes  
10 shall be approved. All structures which do not conform to the  
11 building, zoning, fire and housing codes of the City shall be  
12 disapproved. All rental units and premises approved for habitation  
13 shall be issued a certificate of habitability, signed by the  
14 City Engineer of the City of Bloomington, Indiana. The owners  
15 of rental units and premises not certified for habitation shall  
16 be notified in writing of such disapproval with the reason for  
17 such disapproval specifically stated in such notice and the  
18 reasonable time period during which compliance shall be expected.  
19 Any notice of such disapproval sent by mail to the address listed  
20 upon the tax duplicate of property in the Auditor's Office of  
21 Monroe County shall be deemed sufficient notice.

22 (c) Determination by the City Engineer that a rental unit or  
23 premises does not comply with the building, zoning, fire and  
24 housing codes shall serve to suspend the certificate of

25 habitability if one has been previously given, or if one has not  
26 been previously issued, certification will be withheld until  
27 compliance is secured.

28 (d) At the end of the time period specified in the notice described  
29 in subsection (b), any rental unit or premises not approved for  
30 habitation shall be re-inspected by the appropriate department  
31 of the City at the request of the owner or the owner's agent,  
32 after such owner or owner's agent shall have effected those  
33 corrections and additions required by the City as a result of any  
34 previous inspection, and upon such re-inspection such rental  
35 unit and premises shall be approved or disapproved for habitability.  
36 If re-inspection is not requested by the owner or owner's agent  
37 at the end of the time period specified in the notice described  
38 in subsection (b), or upon re-inspection the unit and premises  
39 is not approved, any certification of habitability shall be revoked.

40 (e) At the end of the time period specified in the notice  
41 described in subsection (b), if the unit and premises has not  
42 qualified for a certificate of habitability, the concern of the  
43 City and of this ordinance shall be to provide for the protection  
44 of the tenant from the negligence and illegal noncompliance of  
45 the landlord. The failure of the landlord to repair items for  
46 which he is responsible under the Housing Code leading to  
47 revocation or denial of the certificate of habitability  
48 constitutes a breach of the covenant of habitability.

49 (f) The fee for an inspection or re-inspection by the City shall  
50 be five (5) dollars per rental building and two (2) dollars  
51 per rental unit for each inspection.

52 (g) Inspections will also be done upon the request of the tenant or  
53 any resident living within 500 feet of the unit. The fee for the  
54 inspection shall be paid by the person requesting the inspection  
55 unless material code violations are found which affect a person's  
56 full use and enjoyment, health or safety. If violations  
57 are found, the owner shall pay the inspection fee to obtain or  
58 clear from suspension the certification of habitability.

59 (h) After the 1st of January, 1973, no owner of real estate

60 within the City of Bloomington shall use such real estate for  
61 the purpose of erecting or maintaining a rental building or unit  
62 thereon without registering such property with the Redevelopment  
63 Department of the City. Such registration shall be effected by  
64 furnishing to such department, upon a form furnished by such  
65 department, the following, but not limited to, information:

- 66 (1) name of owner;
- 67 (2) address of owner;
- 68 (3) street address of property;
- 69 (4) nature of rental building or unit use to which property  
70 shall be put.

71 Failure to comply with this provision shall be a violation of  
72 the public policy of the City of Bloomington and shall be  
73 punishable by a fine of not less than five hundred (\$500)  
74 dollars or more than one thousand (\$1000) dollars.

75 (i) After the 1st of January, 1974, every rental unit shall  
76 display on the inside of the main entrance of such rental unit  
77 a certificate of habitability obtained from the City Controller  
78 and signed by the City Engineer. The certificate of habitability  
79 shall contain the name of the landlord or his responsible agent  
80 and a local Monroe County address where notification of complaints,  
81 damages, emergencies, substandard conditions or other communications  
82 may be given or sent. Notification of the landlord or his agent  
83 at this address shall constitute sufficient notice of any of these  
84 situations described in this subsection. The landlord shall also  
85 designate on the certificate of habitability an agent for  
86 the service of process. Any agent so designated shall reside  
87 in Monroe County. One person may serve in both agency capacities  
89 described in this subsection.

90 (j) The appropriate department of the City charged with the  
91 responsibilities and duties of Article V, Section 32, shall  
92 have the authority to ascertain, fix and order such reasonable  
93 rules, regulations, classifications and examinations of rental

94 units and premises as shall be necessary to carry out the  
95 purposes of Article V, section 32.

ARTICLE VI

EFFECTIVE DATE AND REPEALER

1 SECTION 33 Effective Date This ordinance shall become effective  
2 at midnight on December 15, 1972 following its enactment. It applies  
3 to tenancy agreements entered into or extended or renewed after  
4 that date. Previously inspected rental units which have obtained  
5 a certificate of habitability shall be deemed to have a  
6 certificate of habitability for purposes of this ordinance.

1 SECTION 34 Specific Repealer

2 (a) The following ordinances and all other ordinances and parts  
3 of ordinances inconsistent herewith are hereby repealed: 71-53.

4 (b) Transactions validly entered into before the effective date  
5 specified in Section 33 and the rights, duties and interests  
6 flowing from them remain valid thereafter and may be terminated,  
7 completed, consummated, or enforced as required or permitted by  
8 any statute or other law amended or repealed by this ordinance as though  
9 such repeal or amendment had not occurred.

1 SECTION 35 General Repealer. Except as provided in the following  
2 section, all ordinances and parts of ordinances inconsistent with  
3 this ordinance are hereby repealed.

1 SECTION 36 Laws Not Repealed. None.

1 SECTION 37 Severability. If any provisions of this ordinance or  
2 the application thereof to any person or circumstance is held  
3 invalid, the invalidity does not affect other provisions or  
4 applications of this ordinance which can be given effect without  
5 the invalid provision or application, and to this end the provisions  
6 of this ordinance are severable.

Passed and adopted by the Common Council of the City of  
Bloomington, Indiana, on the 21 day of November 1972.

  
Charlotte T. Zietlow, President  
Common Council

ATTEST:

Grace E. Johnson  
Grace E. Johnson, City Clerk

Presented by me to the Mayor of the City of Bloomington,  
Indiana, upon the 29 day of November 1972, at the  
hour of 9 o'clock a.m.

Grace E. Johnson  
Grace E. Johnson, City Clerk

This Ordinance approved and signed by me upon the 29 day  
of November 1972, at the hour of 9 o'clock  
a.m.

Francis X. McCloskey  
Francis X. McCloskey, Mayor

INTRODUCED BY:

\_\_\_\_\_

REFERRED TO COUNCIL COMMITTEE:

\_\_\_\_\_

APPROVED AS TO LEGALITY:

\_\_\_\_\_

*Ord 72-76  
+ minutes  
discussed  
72-74  
commented  
Becovitz*

ORDINANCECODE SECTION

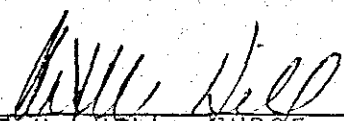
72-76 Sec. 3	17.20.030
72-76 Sec. 5	17.20.050
72-76 Sec. 6	17.20.060
72-76 Sec. 9 (a) (b)	17.20.090 (a) (b)
72-76 Sec. 10 (g)	17.20.100 (g)
72-76 Sec. 11	17.20.110
72-76 Sec. 12	17.20.120
72-76 Sec. 13	17.20.130
72-76 Sec. 14	17.20.140
72-76 Sec. 15	17.20.150
72-76 Sec. 16 (b) (d)	17.20.160 (b) (d)
72-76 Sec. 18	17.20.180
72-76 Sec. 19	17.20.190
72-76 Sec. 20	17.20.200
72-76 Sec. 21	17.20.210
72-76 Sec. 22	17.20.220
72-76 Sec. 23	17.20.230
72-76 Sec. 24	17.20.240
72-76 Sec. 25	17.20.250
72-76 Sec. 26	17.20.260
72-76 Sec. 27	17.20.270
72-76 Sec. 28	17.20.280
72-76 Sec. 29	17.20.290
72-76 Sec. 30	17.20.300
72-76 Sec. 31	17.20.310

and the Court further finds that Defendants are entitled to and are now granted a partial summary judgment as a matter of law and the Court finds that the following sections of Ordinance No. 72-76 of the City of Bloomington, Indiana, also known as the City of Bloomington Municipal Code, Chapter 17.20 are lawful and valid and are in full force and effect, to-wit:

ORDINANCECODE SECTION

72-76 Sec. 1	17.20.010
72-76 Sec. 2	17.20.020
72-76 Sec. 4	17.20.040
72-76 Sec. 7	17.20.070
72-76 Sec. 8	17.20.080
72-76 Sec. 9 (c)	17.20.090 (c)
72-76 Sec. 10 (a) (f) & (h) (w)	17.20.100 (a) (f) & (h) (w)
72-76 Sec. 16 (a) (c) (e)	17.20.160 (a) (c) (e)
72-76 Sec. 17	17.20.170
72-76 Sec. 32	17.20.320
72-76 Sec. 33	17.20.330
72-76 Sec. 34	17.20.340

All of which is ORDERED, ADJUDGED AND DECREED BY THE COURT.

  
 NAT U. HILL, JUDGE, MONROE  
 CIRCUIT COURT

DATED: February 22, 1974.

February 12, 1976

STATE OF INDIANA )  
                          SS: )  
COUNTY OF MONROE )

IN THE CIRCUIT COURT OF MONROE COUNTY

CAUSE NO. C72-C475

LOUIS A. CHUCKNEY,  
RICHARD BARTLETT and  
PEGGY WATSON, Individually  
and on behalf of the Members  
of Monroe County Apartment  
Association, and other  
owners of Residential Rental  
Properties in the City of  
Bloomington, Indiana,

PLAINTIFFS

VS.

CITY OF BLOOMINGTON,  
INDIANA, and THE COMMON  
COUNCIL OF THE CITY OF  
BLOOMINGTON, INDIANA,  
DEFENDANTS

ENTRY

This cause now being before the Court on the Plaintiffs' Motion for Summary Judgment and the Defendants' Motion for Summary Judgment and Request for Hearing and Oral Argument thereon; hearing and oral argument having been heard and Plaintiffs' and Defendants' Motions having heretofore been taken under advisement; and the Court having received briefs from Plaintiffs, Defendants and from Edward Sherman as amicus curiae and the Court having considered the various discovery documents filed by both Plaintiffs and Defendants; and the Court now being duly advised finds that there is no genuine issue as to any material fact with respect to any issues or claims in the cause; and the Court further finds that the Plaintiffs are entitled to and are now granted a partial summary judgment as a matter of law and the Court finds that the following sections of Ordinance No. 72-76 of the City of Bloomington, Indiana, also known as the City of Bloomington Municipal Code, Chapter 17.20, are invalid as being contrary to law, and of no force and effect, to-wit: