

# SENATE BILL No. 181

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-31.

**Synopsis:** Notice of eviction. Requires a landlord to provide notice at least five days before filing an eviction that includes the following: (1) The amount owed. (2) A calculation of late fees. (3) Acceptable methods of payment. (4) The date the landlord intends to file an eviction if charges remain unpaid. Provides methods of written notice. Provides that notice is not required to terminate a lease if the landlord has met other notice requirements. Requires a landlord to complete required repairs issued by an eligible enforcement authority and meet standards required by a county health department. Repeals a provision concerning refusal or neglect to pay rent and corresponding notice requirements.

**Effective:** July 1, 2026.

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January 5, 2026, read first time and referred to Committee on Judiciary.

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Second Regular Session of the 124th General Assembly (2026)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2025 Regular Session of the General Assembly.

## SENATE BILL No. 181

A BILL FOR AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

1       SECTION 1. IC 32-31-1-6 IS REPEALED [EFFECTIVE JULY 1,  
2       2026]. ~~Sec. 6: If a tenant refuses or neglects to pay rent when due, a~~  
3       ~~landlord may terminate the lease with not less than ten (10) days notice~~  
4       ~~to the tenant unless:~~

5               ~~(1) the parties otherwise agreed; or~~

6               ~~(2) the tenant pays the rent in full before the notice period expires.~~

7       SECTION 2. IC 32-31-1-6.5 IS ADDED TO THE INDIANA CODE  
8       AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
9       1, 2026]: **Sec. 6.5. (a) Not less than five (5) days before a landlord**  
10       **files an eviction for nonpayment of rent or other charges, the**  
11       **landlord shall provide written notice to the tenant that includes the**  
12       **following:**

13               **(1) The amount owed.**

14               **(2) A calculation of late fees.**

15               **(3) Acceptable methods of payment.**

16               **(4) The date the landlord intends to file an eviction if charges**  
17       **remain unpaid.**



(b) Written notice may be provided to the tenant by any of the following:

(1) Pursuant to the lease.

(2) Electronic mail.

(3) In accordance with section 9 of this chapter.

SECTION 3. IC 32-31-1-8 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 8. Notice is not required to terminate a lease in the following situations:

(1) The landlord agrees to rent the premises to the tenant for a specified period of time.

(2) The time for the determination of the tenancy is specified in the contract.

(3) A tenant at will commits waste.

(4) The tenant is a tenant at sufferance.

(5) The express terms of the contract require the tenant to pay the rent in advance, and the tenant refuses or neglects to pay the rent in advance.

(6) The landlord-tenant relationship does not exist.

**(7) The landlord has provided the notice required under section 6.5 of this chapter.**

SECTION 4. IC 32-31-8-5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 5. A landlord shall do the following:

(1) Deliver the rental premises to a tenant in compliance with the rental agreement, and in a safe, clean, and habitable condition.

(2) Comply with all health and housing codes applicable to the rental premises **including the following:**

**(A) Completing required repairs issued by an eligible enforcement authority under IC 36-7-9.**

**(B) Meeting standards required by a county health department under IC 34-28-5.**

(3) Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.

(4) Provide and maintain the following items in a rental premises in good and safe working condition, if provided on the premises at the time the rental agreement is entered into:

(A) Electrical systems.

(B) Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times.

(C) Sanitary systems.

(D) Heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply heat at



all times.

(E) Elevators, if provided.

(F) Appliances supplied as an inducement to the rental agreement.

SECTION 5. IC 32-31-8.5-5, AS ADDED BY P.L.168-2020, SECTION 18, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 5. (a) Subject to subsection (b), and except as provided in subsection (c), a landlord may not engage in a retaliatory act in response to a tenant's engaging in one (1) or more protected activities.

(b) Subsection (a) does not prohibit a landlord from doing any of the following:

(1) Declining to renew a rental agreement at the conclusion of the term of the rental agreement.

(2) Increasing a tenant's rent to that which is charged for comparable market rentals, regardless of whether the increase is effective:

(A) at the conclusion of the term of the rental agreement; or

(B) if provided for in the rental agreement, during the term of the rental agreement.

(3) Subject to applicable law, decreasing or terminating one (1) or more services provided to the rental premises, if those services are decreased or terminated to all tenants on an equal basis.

(c) A landlord may bring an action described in section 4(3) or 4(4) of this chapter (including as a petition for an emergency possessory order under IC 32-31-6) under the following circumstances, or as otherwise authorized by law:

(1) A violation described in section 2(1) of this chapter is caused primarily by the intentional or negligent acts of, or a lack of reasonable care by:

(A) the tenant;

(B) an authorized occupant of the rental premises; or

(C) a guest or invitee of the tenant.

(2) The tenant is in default with respect to rent due and has failed to cure the default within the time set forth in

~~(A) IC 32-31-1-6; or~~

~~(B) the rental agreement.~~

(3) Compliance with an applicable building or housing code requires alteration, remodeling, or demolition of the rental premises, such that the tenant would be effectively deprived of use of the rental premises.

(4) The tenant is in noncompliance with a provision of the rental



1 agreement, and the noncompliance materially affects the health  
2 or safety of the tenant or others.

3 (5) The tenant's rental agreement is for a definite term, and the  
4 tenant holds over after expiration of the term.

5 (6) The landlord's action for possession of the rental premises is  
6 made:

7 (A) in good faith; and

8 (B) before the tenant engages in a protected activity.

9 (7) The landlord seeks in good faith to take possession of the  
10 rental premises at the end of the term of the tenant's rental  
11 agreement in order to:

12 (A) use the rental premises as the landlord's own abode;

13 (B) alter, remodel, or demolish the rental premises in a manner  
14 that requires the complete displacement of the tenant's  
15 household; or

16 (C) terminate for a period of at least six (6) months the use of  
17 the property as a rental unit.

