

HOUSING RIGHTS

KNOW YOUR RIGHTS - FEBRUARY EDITION

DEPARTMENT OF STUDENT RIGHTS 2024-2025



INDIANA UNIVERSITY
STUDENT GOVERNMENT

Navigating student housing can be overwhelming, especially when leases, fees, ordinances, and rights come into play. Whether you're signing your first lease or searching for a new place to live in Bloomington, understanding your responsibilities and your protections is essential. This guide is designed to help you feel confident and informed throughout the housing process. From learning what to expect on move-in day to recognizing signs of predatory leasing, Indiana University Student Government is here to help you advocate for yourself every step of the way.

"What actually is leasing?"

- Leasing can be defined as legally binding contracts that outline the conditions under which one party agrees to rent a property from another. More simply, it is a binding relationship between a renter and a landlord.

"What is subleasing?"

- Subleasing is an option for renters to rent out their leased property to another person – known as a "subtenant" – while still being responsible for the lease agreement with the landlord.
- In regards to students, subleasing is typically done in cases in which the original renter (tenant) is going on a study abroad, internship opportunity, etc. in which they are not near their university and don't want to pay the rent while away.
- Every rental property will have its own set of rules on subletting, so it is important to check with your rental property of choice before making this decision.

“What is predatory leasing?”

- A predatory lease is an unfair or illegal rental contract that takes advantage of the renter. Some examples of predatory leasing can be seen below:
 - **Hidden Fees and Charges:** Lease agreements with undiscussed administrative fees, maintenance costs, penalties, etc that renters only discover after signing.
 - **Automatic Renewal Traps:** A lease that renews automatically at a higher rate or extends for another full term without the renter’s consent.
 - **Misinformation of Lease Benefits:** Landlords verbally promising things (such as free utilities or included repairs) that are not in the lease, then denying those promises later.
- To avoid predatory leasing, it is best practice to stay alert, document everything, and read your lease very carefully to avoid missing anything that could be written in between the lines.

“What else do I need to comply with outside of leasing and deposits?”

- In regards to housing, it is important to also ensure you are following city ordinances. In regards to Bloomington specifically, ordinances to consider are as follows:
 - **Noise Violations:** The City of Bloomington prohibits excessive noise, meaning any noise likely to annoy or disturb someone outside of your immediate vicinity, between the hours of 9 p.m. and 7 a.m.
 - **Littering and Trash:** It is a violation of Bloomington ordinance to throw, place, or scatter garbage in your yard, as well as on sidewalks and streets.
 - **Occupancy Limits:** A zoning ordinance in Bloomington limits the number of unrelated adults who can live together in a single-family residence. Violating this ordinance can result in fines.
- All of these ordinances, if violated, can lead to fines to an upward of \$500+. It is important to comply with these ordinances and ask questions to Student Legal Services at IU if any questions arise.

“What are possible fees and deposits I should consider?”

- There are many possible fees and/or deposits you can run into when renting a property. Understanding the more common ones can allow for a renter to be more prepared as they arise. Below are some of the more common fees and deposits to look out for:
- **Security Deposit:** A refundable deposit paid to cover potential damages or unpaid rent, typically refunded at the end of the lease as long as the rental property is in good condition.
 - Once the landlord takes back possession of a rental unit and completes a final damages list, they are required by law to account for how they used the security deposit and to refund any remaining deposit to you, within 45 days.
- **Move-In/Signing Fee:** A non-refundable fee for administrative costs, typically for processing applications, inspections, or paperwork.
 - These fees can be both due on the day of move-in or when you sign, depending on location and rental property.
- **Cleaning Deposit:** A deposit typically charged upfront to cover professional cleaning after the lease ends.
 - This deposit may or may not be refundable, depending on the terms of the lease.
- **First and/or Last Month's Rent:** Some landlords require both the first and last month's rent upfront. The last month's rent is applied to the final month of the lease, while the first month covers the rent for the first month after signing.
 - Unlike a security deposit for example, this “fee” is not meant for damage coverage.

“How do roommates come into play?”

- When it comes to picking your roommate(s), it is important to pick someone you think you could trust. In most leases, each roommate in a housing situation is responsible for the same lease. If one tenant doesn't pay rent on time, the others are still responsible to pay the full rent.
 - Furthermore, if one of your roommates causes damage to the rental property, the landlord could charge you for the damages. In many cases, the landlord can go after anyone and everyone in the lease to get the damages paid for.
- Best practices to finding a roommate are to lease with someone you know and trust already, or to simply set up early lines of communication if you go a random-roommate route.
 - Regardless of the route you choose, constant communication is the key to ensuring your roommate situation can stay as perfect as it should be!

“Should I do anything specific on move in day?”

- Bloomington City Ordinance requires landlords and tenants to complete a joint move-in inspection of the rental property within 10 days of the move-in date.
 - A thorough move-in inspection may keep you from losing your security deposit to damages that were there when you moved in.
 - Note: Indiana Law states renters should not be held accountable for normal wear-and-tear of a rental property.
- What you should look out for during the joint-inspection:
 - Take photos and videos of any and all existing defects and damages. Ensure these photos/videos are time stamped with the date and time.
 - Note every hole, stain, crack, and flaw, no matter how minor.
 - Check again for any signs of pests or infestation (fleas, termites, etc).
 - Test the appliances and power outlets.
 - Test the smoke alarm.
 - Test the water pressure and temperature.
 - If the landlord refuses to do a joint inspection, try to get them to confirm their refusal in writing (an email or text message is fine) and then do your own inspection.

“Should I do anything specific for move out day?”

- The security deposit you paid before you moved in will be used to cover any damages beyond reasonable wear-and-tear when you move out. Your landlord can sue you for money in addition to your security deposit to repair damages or to clean your rental unit.
- To receive as much of your security deposit as possible, review the below tips:
 - **Understand Cleaning Requirements:** Make sure you understand what the lease requires you to clean. Some leases require that you hire a professional cleaning company, while others are not as specific, or include no guidelines for cleaning.
 - **Document the Work You Do:** Take photos and videos of the rental after you have cleaned and made repairs. Make sure to keep any receipts if you use a cleaning service or rent cleaning equipment.
 - This step is especially important to ensure your landlord cannot charge you twice.
 - **Do One Final Joint Inspection:** A joint move-out inspection with your landlord can allow any damages to a rental unit to be noted on the list. If you don't agree with what the landlord has listed as damages on the inspection report, do NOT sign it. Always ask for a copy of the completed move-out inspection form.
- For any security deposit disputes, contact Student Legal Services for help and guidance throughout the process.

“What can happen if I don’t perform the obligations I agreed to under my lease?”

- There are a few different outcomes that can occur from not following a lease signed with a landlord. Below are some of the more likely outcomes depending on your rental property:
- **Collection Agencies:** Your account could be placed with a collection agency, who may sue you or place adverse information on your credit reports.
 - Your unpaid debts can worsen your credit score and lead to legal action.
- **Eviction:** The filing of an eviction and/or collection lawsuit by the landlord against you and any guarantor(s) could also occur.
 - This would result in an order to move out and/or pay the landlord’s legal fees and any other amounts due under the lease.
- If you are unable to perform your obligations under your lease, or are thinking about not performing them, contact Student Legal Services to see if services are available.

“What if I have issues with my rental property that my landlord isn’t addressing?”

- The first step in this process is to ensure you have followed all procedures listed in your lease for notifying the landlord of a property issue.
 - In the case your landlord fails to address the issue, you can file a complaint with the City of Bloomington Housing and Neighborhood Development (HAND) office.
 - A city inspector will schedule a time to look at the problem(s) identified in the complaint, and they’ll notify the landlord of any housing code violations they find.
 - The city typically gives landlords 14 days to correct violations, though additional time is allowed when the circumstances reasonably warrant it.

“Where can I find housing?”

- Surrounding IU’s campus, there are many opportunities for student housing. When it comes to finding upperclassman housing, it is important to first distinguish if you want to live on or off campus.
 - **On Campus Housing:** Students looking for On Campus housing can apply via the IU Housing application.
 - What to note for On Campus Housing:
 - On campus housing is far more limited than off-campus housing, making it more competitive overall.
 - If you change your mind about living on campus, you have 48 hours after electronically signing a contract to cancel without being charged a financial penalty.
 - Returning residents are not required to purchase an IU Dining meal plan.
 - Positions such as Resident Assistant (RA) and/or CommUNITY Educator are also ways to explore On-Campus Housing options.
 - **Off Campus Housing:** Students looking for Off-Campus housing apply directly with the rental property they are interested in.
 - What to note for Off Campus Housing:
 - Everything stated above applies more to Off Campus housing than it does On-Campus, as topics such as leases and deposits among others are more common.
 - Applying sooner rather than later for leases can make way for less opportunity for landlords to use predatory leasing tactics.
 - Attending IU housing fairs in the fall and spring semesters can help highlight different options to allow you to make the best decision in regards to your housing.

More Resources

Student Legal Services (IUSLS)

- 310/312 N. Park Ave. Bloomington, IN 47408
- studentlife.indiana.edu/care-advocacy/legal-services
- Call at 812-855-7867
- Email at stulegal@iu.edu

Bloomington Housing and Neighborhood Development (HAND) Office

- 401 N Morton St, Bloomington, IN 47404
- bloomington.in.gov/departments/hand
- Call at 812-349-3420
- Email at hand@bloomington.in.gov

IU Housing

- 801 N. Eagleson Avenue Bloomington, IN 47405-2107
- housing.indiana.edu
- IU Housing Resource Guide
- Call at 812-855-1764
- Email at housing@iu.edu

Temporary Housing

- [IU Classifieds](#)
- [IU Real Estate](#)

City Housing Resources

- [City of Bloomington Welcome and How Tos](#)
- [City of Bloomington Renters Information](#)
- [Bloomington Herald Times Rental Listings](#)
- Bloomington apartments from [ApartmentList.com](#)
- Bloomington apartments from [ApartmentGuide.com](#)



Find a place to call home

Being an informed renter empowers you to make decisions that protect your wellbeing, finances, and future. As you explore housing options or encounter challenges during your lease, remember that you're not alone. Resources like Student Legal Services, the HAND office, and IU Housing exist to support you. Keep this guide handy, ask questions, and don't hesitate to reach out for help. Your rights matter, and knowing them is the first step to making the most of your experience as a student living in Bloomington.

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