

◆ **RENTAL OCCUPANCY PERMITS**

Always review the **Rental Occupancy Permit** prior to signing a lease. The Permit has valuable information, and the owner of the property should have a copy posted in the unit. The Permit has valuable information, and the owner of the property should have a copy posted in the unit.

The Rental Occupancy Permit will tell you:

- ⇒ *The number of legal bedrooms.*
- ⇒ *The legal number of tenants allowed to occupy the unit.*
- ⇒ *Variance information. Some properties in Bloomington have been granted variance from the code. Many of these variances have conditions that must be met in order for the variance to be valid.*
- ⇒ *The date the property was last inspected and the date the permit expires.*

◆ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**

BMC 16.03.050

1. **MOVE IN:** An owner must arrange, with the tenant, a joint inspection of the unit within 10 days of occupancy. The owner and the tenant shall jointly complete an inventory and damage list. This shall be signed by all, duplicate copies shall be retained by all and shall be deemed part of the tenancy agreement.

2. **MOVE OUT:** The owner shall contact the tenant and arrange a joint inspection at the end of the tenancy and prior to a new occupant. Any damages to the unit shall be noted on the list and signed. Any portion of the damage deposit due the tenant is to be refunded within 45 days provided that the tenant provide the landlord a **written forwarding address.**

Tenants: if available and if not part of your existing lease, list your permanent or forwarding address here:

\_\_\_\_\_

\_\_\_\_\_

Note: Acting in good faith, if the owner is unable to schedule the inspection, he may show compliance by producing the following: a copy of a letter to the tenant stating the time and place of the inspection and a normal business record showing the letter was mailed to the tenant by first class mail at least two days prior to the inspection. The owner shall note on a signed and dated inspection report any damages which exceed normal wear and tear and retain that summary for a minimum of the present lease period and two subsequent lease periods, or for a period of four years, whichever is less.



**Your unit should be clean when you move in and when you move out.**

◆ **KNOW WHO TO CONTACT IF YOU HAVE PROBLEMS OR QUESTIONS**

The code requires disclosure of who manages or owns the unit and their usual address. This information is to be kept current.

**Owner/manager contact information:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

◆ **PROBLEMS WITH THE RENTAL UNIT**

If you experience problems with your rental unit, call your landlord/agent and report the problem to them. Agree on a time by which the problem is to be rectified. If the problem is not rectified by the agreed time and the problem is a violation of the Residential Rental Unit and Lodging Establishment Inspection Program, you may file a complaint with HAND at 349-3420. Complaints must be signed prior to an inspection being conducted. The complaint inspection shall be limited to the items complained about unless the officer finds the unit in such repair that a complete inspection is required to effectuate the code.

Following is a very brief summary of the Residential Rental Unit and Lodging Establishment Inspection Program. If you want to review the complete code, it is on the Web at [www.bloomington.in.gov/documents/viewDocument.php?document\\_id=7255](http://www.bloomington.in.gov/documents/viewDocument.php?document_id=7255)

Note: The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.

Title XVI of the Bloomington Municipal Code exists to protect public health, safety and welfare; to protect the character and stability of neighborhoods and the downtown; to assist in elimination of blight; and to regulate and license the commercial business of letting properties to ensure the stability of approximately 60% of the City's housing stock. The code establishes minimum maintenance standards, basic equipment and facilities standards and is to be construed as to prevent unsafe living conditions for all. The Code requires that all rental properties in the city, with a few special exceptions, must be inspected and have valid Rental Occupancy Permits.

**CHECK THE FOLLOWING WHEN YOU SIGN YOUR LEASE**

- 1) The **maximum occupant load** for my unit is \_\_\_\_\_/\_\_\_\_\_. (Number / Initial)
- 2) I have reviewed the **Rental Occupancy Permit** for the unit I am renting. \_\_\_\_\_(initial)

**Use this brochure!**

This brochure should be filled out and signed by all parties. Copies of this summary and the joint inspection should be retained by all.

\_\_\_\_\_  
Date            Tenant's signature

\_\_\_\_\_  
Date            Tenant's signature

\_\_\_\_\_  
Date            Tenant's signature

\_\_\_\_\_  
Date            Tenant's signature

\_\_\_\_\_  
Date            Tenant's signature

\_\_\_\_\_  
Date            OWNER/AGENT'S SIGNATURE

Title XVI of the Bloomington Municipal Code, Residential Rental Unit and Lodging Establishment Inspection Program, is divided into chapters. A brief summary of those chapters and how they apply to both property owners and tenants is outlined below.

#### Chapter 1; Ordinance Foundation

- \* Scope and intent of the code: To protect rental occupants and the property they occupy.
- \* Jurisdiction of the code.
- \* HAND Department is responsible for the enforcement of this Title.

#### Chapter 2; Definitions

- \* Article 2 defines all relevant terms used in the Residential Rental Unit and Lodging Establishment Inspection Program .

#### Chapter 3; Administration of Residential Rental Units

- \* Registration of rental units and occupancy permits required
- \* Inspection of rental units required
- \* Inventory & Damage List required
- \* Fees for the Inspection program

#### Chapter 4; Property Maintenance

- \* Governs the minimum conditions and responsibilities of persons for the maintenance of residential rental unit sand their premises
- \* Exterior property areas and the exterior structure and its accessory structures must be clean, safe and sanitary
- \* Interior structure and all equipment must be clean, safe, and sanitary, and in good repair; equipment shall be maintained.
- \* Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United States' Environmental Protection Agency or the Indiana Department of Environmental Management.
- \* Tenants shall keep the interior free of rubbish or garbage, and shall dispose of such rubbish or garbage in approved containers.
- \* Extermination/Pest Control: Residential rental units shall be kept free from pests.

#### Chapter 5; Lodging Establishments

- \* Right of HAND to inspect a lodging establishment following a written and signed request; or probable cause by Director to believe the lodging establishment is in violation of this Title.

Continued →

#### Chapter 7; Smoke Detectors for Residential Units (for effective dates, see BMC 16.07.090)

- \* Outlines requirements for smoke detectors in residential rental units

Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property by signing a Smoke Detector Compliance Form, found at [bloomington.in.gov/hand](http://bloomington.in.gov/hand). **It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary.** If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation.



**Check your smoke detector once a month. Let your landlord know right away if there is a problem with it.**

#### Chapter 10; Enforcement, Penalties, Appeals and Variances

- \* Any person directly affected by a decision of the Director or order issued under this Title, and related to a residential rental unit, shall have the right to appeal to the Board of Housing Quality Appeals.



Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$150 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$150 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

#### **RECYCLING COLLECTION IS FREE!**

City of Bloomington Sanitation Department collects plastics #1-7 ; paper and cardboard; metal and aluminum; and glass. Recycling is picked up every other week on your regular collection day.

# Rental Information for Bloomington



**If you don't read anything else,  
make sure you read this!**

## **TENANTS' AND OWNERS' RIGHTS AND RESPONSIBILITIES**

**City of Bloomington Housing and  
Neighborhood Development**

**(HAND)**

**(812) 349-3420**

**P.O. Box 100**

**401 N. Morton St.**

**Bloomington IN 47402**

Property address: \_\_\_\_\_

Revised January 31, 2013