



Landman Beatty Lawyers wants to keep our clients and the general public informed as to how the Coronavirus, the disease it causes (COVID-19) and the most current government responses to them, may affect our clients, the general public and certain aspects of the Landlord – Tenant relationship in Indiana.

INDY RENT PROGRAM 2021

WHAT IS THE INDY RENT PROGRAM AND WHAT IS THE EFFECT?

On April 5, 2021, the Marion County reopened its Indy Rents program, a rental assistance program funded to support Marion County renters affected by COVID-19. This program was first introduced in 2020, offering up to three (3) months of rental assistance for qualified applicants, so long as the Landlord agreed to terms, such as to not pursue an eviction for a period of time. Similarly, the 2021 Indy Rents program has updated terms and restrictions for Landlords to consider before participating.

FREQUENTLY ASKED QUESTIONS

1. Will the amount of eligible rental assistance change with the new Indy Rents program?

No, Marion County tenants may receive up to three (3) months of rental assistance. It is unclear whether the relief will be awarded to each Leaseholder, or if a maximum of three (3) months of rental assistance will be awarded per household.

2. I heard that tenants can receive up to 12 (twelve) months of rental assistance. Is this true?

No, not for Marion County tenants. Tenants residing in other counties may qualify for up to twelve (12) months of rental assistance through the Indiana Emergency Rental Assistance Program (“IERA” program). As of this date, Marion County tenants are not eligible for the IERA program, only the Indy Rent program.

3. If I decide to accept the rental assistance, can I still pursue an eviction if the tenant fails to pay the remaining balance?

No. By accepting the funds, the Landlord agrees to not file an eviction against the tenant, or any member of the tenant’s household, for non-payment of rent, so as long as the CDC eviction moratorium remains in effect.

4. If I decide to accept the rental assistance, can I still pursue an eviction if the lease expires after I accept the payment?

No. By accepting the funds, the Landlord agrees to not file an eviction against the tenant, or any member of the tenant’s household, for lease expiration/non-renewal of lease, so long as the CDC eviction moratorium remains in effect. You are required to continue the tenancy as month-to-month until the CDC eviction moratorium expires.

5. If I decide to accept the funds, and later decide to sell the property. Can I or the new owner file an eviction to end the month-to-month tenancy?

No. By accepting the funds, the Landlord agrees that anyone who is transferred the leasehold must also follow the terms of the Indy Rent agreement for at least three (3) years, or until the end of the CDC eviction moratorium, whichever occurs first.

6. If I decide to accept the funds, and the lease later expires, can I send a Notice of Nonrenewal?

No. By accepting the funds, the Landlord agrees to negotiate in good faith with the tenant to continue the tenant’s lease on a month-to-month basis for at least the duration of the CDC eviction moratorium.

7. If I decide to accept the funds, and the tenant violates other terms of the lease. Can I file an eviction for the lease violation?

Yes, but more facts are required. Please contact Landman Beatty Lawyers to discuss the issues of your case and assess whether you can move forward.

For additional information and updates please visit our website at www.landmanbeatty.com