



Struggling to pay or collect rent?

**Struggling to pay rent and worried about eviction?
Waiting for rent payments and thinking about eviction?**

A **FREE** program is available statewide from the Indiana Supreme Court.
The **Landlord and Tenant Settlement Conference Program**
uses a neutral person to help:

Meet with both sides



Discuss the situation



Find a **solution**



Visit courts.in.gov/facilitate
to learn more, find resources,
and submit a request.



What All Landlords and Tenants Should Know

- 1) Local housing ordinances and public housing laws create both rights and duties for landlords and tenants and those laws and regulations should be understood where they apply;
- 2) Oral lease agreements are enforceable, but there are fewer disputes about the terms of the lease when it is written and when all parties have read it carefully before signing;
- 3) Unless the lease terms provide otherwise, the general rule is that a month-to-month lease, written or oral, requires advance notice of at least 30 days for termination by either party. There are certain statutorily prescribed circumstances (Ind. Code 32-31-1-8) where advance notice or Notice to Quit is not necessary. For example, if the rent has not been paid, the landlord can ask the tenant to vacate without advance notice. However, actual eviction with the Sheriff's participation will require a prior Court order. The better practice is to give advance notice in case of doubt, and/or consult an attorney if you are not sure whether advance notice is required in your particular situation;
- 4) If a landlord has accepted late rent payment in the past, the landlord must give the tenant reasonable notice, preferably in writing that in the future, late payments will no longer be accepted and will be considered a breach;
- 5) Reasonable charges for late rent payments may be assessed by the landlord but ONLY if agreed to in advance;
- 6) Landlords are entitled to come onto or enter the premises at reasonable times and with reasonable notice to make repairs and inspections; they are entitled to immediate access to make emergency repairs and inspections. Otherwise, the tenant is entitled to peaceful enjoyment and if the landlord wrongfully violates the peaceful enjoyment, the landlord is in violation of the lease.
- 7) As a general rule, a landlord has no duty to make repairs to leased premises unless the landlord agrees to do so by the lease terms or otherwise. However, a landlord must maintain electrical systems, plumbing systems, sanitary systems, heating, ventilating and air conditioning system, elevators, and appliances if supplied as an incentive to the rental agreement if such items were provided on the lease premises when the rental agreement was entered into. Tenants must inform the landlord promptly and, if possible, in writing when essential repairs or those agreed upon are needed. If the landlord fails to make agreed repairs within a reasonable time after notice, the tenant may have them completed and deduct the cost from rent BUT ONLY FOR ESSENTIAL REPAIRS THAT THE LANDLORD HAS AGREED TO MAKE, AND ONLY IF A PRIOR REQUEST HAS BEEN MADE.
- 8) Recovery of a money judgment by landlords is allowed only for damages in excess of normal wear and tear. Tenants are expected to leave the premises in as clean a condition as when they took possession and the landlord can claim damages for the cost of cleaning to return the premises to that condition;

- 9) The measure of damages to personal property and fixtures is the difference between the fair market value before and after the damage; estimates of the cost of repairs and actual proof of actual costs of repairs are admissible at trial to prove damages;
- 10) There are far fewer disputes about damages if the landlord and the tenants go through the premises together either BEFORE OR IMMEDIATELY AFTER the tenants move in, and list in writing all damages evident at that time. When the tenants are moving out, the parties who go through again are more likely to agree about what, if any, damages are the fault of the present tenants.
- 11) Photographs of the premises and of the damages claimed are very helpful if the dispute goes to trial, whether the damages are claimed by the tenant to have been there when he or she moved in, or claimed by the landlord to be due to the negligence of the tenant;
- 12) The landlord may not keep any portion of a damage or security deposit unless there is back rent due or damages to the premises;
- 13) For rental agreements entered into after June 30, 1989, the landlord must, within forty-five (45) days of receiving from the tenant a forwarding address, either refund in full any security or damage deposit or deliver to the tenant an itemized, written statement showing why all or part of the deposit is being kept by the landlord. The law imposed potentially harsh consequences upon a landlord who fails to comply with this requirement. If a tenant believes the landlord is unfairly keeping the deposit, the tenant may want to contact a lawyer since a tenant has certain rights with respect to the return of a security deposit under Indiana law;
- 14) Landlords should keep complete records of all rent payments received, security deposits paid, etc. Tenants should demand rent receipts and should keep those receipts and all cancelled rent checks;
- 15) All keys should be returned to the landlord as soon as the premises have been vacated. Additional rent may be charged until the keys are returned or until the locks have been changed, in which case the cost of the new locks may be deducted from the security deposit;
- 16) Ind. Code 32-31-7 sets out certain duties of a tenant with regard to the care and maintenance of leased premises and provides remedies to a landlord where the tenant fails to fulfill these duties. Ind. Code 32-31-8 sets out certain duties of a landlord with regard to the care and maintenance of leased premises and provides remedies to a tenant where a landlord fails to fulfill these duties.
- 17) Generally, utility shut offs by the landlord are permitted only when the lease has been abandoned by the tenant and the utilities are in the landlord's name; lockouts are not permitted unless the tenant has abandoned the premises and illegal lockouts or utility shut offs could result in a judgment for punitive damages against the landlord.
- 18) Landlords cannot hold a tenants' personal property as security for unpaid rent UNLESS a Court has found the property abandoned or the Court permits the landlord to attach the

property, in which case the property may be disposed of or its value applied against any judgment in favor of the landlord. Illegal conversion of another's property is a crime and in a civil suit could result in punitive damages. If a landlord is awarded possession of the dwelling or property in a Court action, the landlord may seek a Court order allowing the landlord to remove and deliver the tenant's personal property to a warehouseman for storage. In such an event, the warehouse has a lien or claim against the property for expenses. The tenant is responsible for the expenses associated with the storage of the property;

- 19) Landlords are required to mitigate any damages. For example, if the tenant has left the premises before the lease was up, the landlord must make every reasonable effort to re-let the premises and thereby reduce the rent due from the tenant for the remainder of the lease term;
- 20) Landlords' efforts to obtain information about the tenants' credit history and information from prior landlords, and tenants' efforts to obtain information about the reliability of the landlord BEFORE the lease is agreed to will reduce problems after the lease is in effect.
- 21) Under Ind. Code 32-31-6, a landlord is entitled to file a Small Claims action to obtain emergency possessory relief if a tenant is committing or threatening to commit waste to the premises. Similarly, under Ind. Code 32-31-6, a tenant is entitled to file a Small Claims action to obtain emergency possessory relief if a landlord has unlawfully interfered with the tenant's access or possession of the premises by, for example, changing locks or interrupting or shutting off utilities or other essential services.

Eviction Procedures

You may also request eviction proceedings through Small Claims in the occurrence of a landlord/tenant dispute, but you must specify on the initial Notice of Claim that this is your intent. You should indicate this in the summary portion of the Notice of Claim form and you must also write “plus eviction” after the grand total at the bottom of said form. Not all landlord/tenant disputes involve an eviction, so it will not be assumed that you wish the tenant(s) to remove him or herself from the premises. Should you have any further questions after reading the following paragraphs, please refer to “What All Landlords and Tenants Should Know”, as your question may quite possibly be answered there.

If Landlord gives tenant(s) a Notice to Vacate Property, a copy of the written notice must be dated and attached to the Notice of Claim paperwork. If given to the tenant by the landlord, the tenant should sign and date the notice as proof of service. The Sheriff may also serve the notice. Make two (2) copies of the notice so the Sheriff has a copy to leave with the tenant and another to return to you (the landlord). Please check with the Sheriff to see what fee is charged for this service.

If the tenants have not moved out pursuant to appropriate time limitations, you may now file a formal eviction through Small Claims. You will also need to provide a copy of the lease and any security deposit information plus payment for Court Costs. A hearing date will be set according to the Court's calendar. The claim for eviction, plus back rent and/or damages, cannot exceed the dollar limit at the time of filing. After the premises has been evacuated, you may request another hearing if damage has been made to your property. The total amount due still must be within the limit set by the State of Indiana.

If it becomes necessary for you to ask for a hearing to determine damages, and by doing so your new total now exceeds the allowable limit, you should then seek the advice of legal counsel.

Representation at the Trial Attorneys

Small Claims Rule 8 allows a person to appear at trial and, if he or she chooses, represent himself or herself to avoid the cost of hiring an attorney. However, a person is allowed to hire an attorney to be present with him or her at the trial. A person who has power of attorney for another person may not represent that person in Court.

Corporate Entities, Limited Liability Companies (LLC) and Limited Liability Partnerships (LLP)

As a general rule, a corporation must appear by counsel. *Small Claims Rule 8* provides an exception for certain claims. A corporation, whether as a Plaintiff or a Defendant, may be represented by an employee who is not an attorney if the following conditions exist:

- 1) The claim (for or against the corporation) is not more than the prescribed limit set by *Small Claims Rule 8(c)* (\$6,000.00); and
- 2) The claim is not an assignment (such as a claim that has been assigned to a collection agency); and
- 3) A corporate resolution and employee affidavit filed with the Clerk authorizing a full-time employee to represent the corporation.

You will find a **Resolution** including Designation of Employee form within this manual. It is mandatory that the original is given to the Clerk's Office, where it will be kept on permanent file. A Resolution must be attached to each claim that is filed. Be certain to retain a copy so that you will have it to copy and attach to any future filings. NOTE: A form is needed for each assigned employee.

Sole Proprietors and Partnerships (Unincorporated Businesses)

As a general rule, an unincorporated business must be represented by the owner of the business or by an attorney. *Small Claims Rule 8* provides a limited exception for certain claims filed in Small Claims Court. A business, operated as a sole proprietorship or partnership, may (whether as a Plaintiff or Defendant) be represented by an employee who is not an attorney if the following conditions exist:

- 1) The claim (for or against the business) is not more than the prescribed limit set by *Small Claims Rule 8(c)* (\$6,000.00); and
- 2) The claim is not an assignment (such as a claim that has been assigned to a collection agency); and
- 3) The business files with the Clerk an Employee Affidavit and Certificate of Compliance designating a full-time employee to represent the business. This form is called a Resolution including Designation of Employee and you will find one attached in the forms section of this manual.

The following situations are not permissible:

- 1) If the claim involves a corporation and is less than the prescribed limit, an employee NOT authorized by the resolution attempts to represent the corporation.
- 2) If the claim involves a business operated as a sole proprietorship or partnership and is less than the prescribed limit, an employee NOT authorized by the Certificate of Compliance attempts to represent the business entity.

- 3) If the claim involves a corporation and is greater than the prescribed limit, a non-attorney attempts to represent the corporation.
- 4) If the claim involves a business operated as sole proprietorship or partnership and is greater than the prescribed limit, an employee who is not an owner attempts to represent the business. (In such cases, the owner or an attorney must represent the business.)
- 5) A person with only a power of attorney to act on behalf of any individual, business, or corporation attempts to represent the individual, business, or corporation in Court.

NOTICE OF CLAIM (EVICTION)

Plaintiff

ADAMS SUPERIOR COURT
122 SOUTH 3RD STREET
DECATUR, IN 46733
TELEPHONE: (260) 724-5347

Address

City, State, Zip

Telephone

AGAINST

Case Number: _____

Defendant

Address

City, State and Zip

Telephone

TO THE DEFENDANT: You are notified that the Plaintiff has filed a small claim eviction lawsuit in the Adams Superior Court naming you as Defendant. If you fail to appear for hearing or trial, a default judgment may be entered against you, including eviction from your home. Therefore, carefully read the information on the reverse side.

THE COURT HAS SET THE EVICTION TRIAL DATE FOR THIS LAWSUIT FOR THE ____ DAY OF _____, 20____, AT _____ .M. AT ADAMS SUPERIOR COURT, 122 SOUTH THIRD STREET, DECATUR, INDIANA 46733. FURTHER HEARING FOR DAMAGES MAY BE SET AT THE WRITTEN REQUEST OF PLAINTIFF.

The Plaintiff's claim is for **EVICTION** from and immediate possession to the real estate located at _____ for: breach of contract failure to pay rent and other charges when due pursuant to the written lease oral lease other grounds (please specify): _____

The Plaintiff demands an order granting them immediate possession of real estate, and judgment against the Defendant for rent or other moneys due as of this date in the sum of \$_____ plus Court costs in the sum of \$_____ for a **TOTAL** of \$_____. Rent shall continue to accrue at a rate of \$_____ per _____.

Plaintiff does ____ does not _____ demand interest at 8% on judgment.

You may be eligible for temporary protection from eviction. To learn more, visit <https://www.in.gov/courts/housing/>

Plaintiff

CAREFULLY READ THE INFORMATION ON THE REVERSE (OR FOLLOWING) PAGE

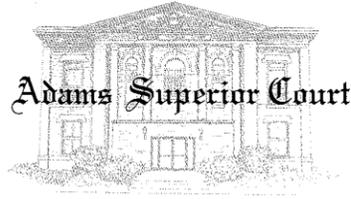
IMPORTANT INFORMATION ABOUT THIS CLAIM

1. **Vacation of premises:** You may voluntarily relinquish possession of the premises prior to hearing or trial, however, you must immediately notify the Plaintiff and the Court in writing of the date upon which you vacated the premises and provide the Plaintiff and the Court in writing with a valid forwarding address.
2. **Payment before trial:** You may pay this claim and the Court costs before hearing or trial, however, the Plaintiff may still pursue eviction and additional damages. Payment must be made at the Clerk's Office in the Courthouse at 112 South 2nd Street, Decatur, IN 46733, Monday through Friday from 8:00 a.m. to 4:00 p.m.
3. **Dismissal:** This case cannot be dismissed by simple payment of the claim and costs. Dismissal requires the consent of the Plaintiff.
4. **Method of payment:** If you do not wish to dispute the claim, you may appear on the trial date for the purpose of allowing the Court to establish the method by which the judgment should be paid.
5. **Disputing claim:** If you wish to dispute this claim, you must notify the Court at least seven (7) days before the trial date. If you fail to notify the Court, the Plaintiff may be granted a continuance on the trial date.
6. **Default judgment:** If you fail to show up for the trial, a default judgment may be entered against you for the eviction and immediately possession of the real estate and the amount of the claim plus Court costs.
7. **Appearance:** You may appear in person, or if you wish, by an attorney. Attorneys are not required in small claims except for corporations.
8. **Counter-claim:** If you have a claim against the Plaintiff, you may bring or mail a statement of such claim to this Court in sufficient time to allow the Court to mail a copy to the Plaintiff and be received by him at least seven days prior to the trial. If this is not done, the Plaintiff may request a continuance.
9. **Information at trial:** If the lawsuit shall require a trial before the Court, both parties should bring to the trial all documents in your possession or under your control and also your witnesses that are necessary to prove your side of the case.
10. **Jury trial:** You have a right to a jury trial, but this right is given up unless you request a jury trial within ten (10) days after you receive notice of this claim.
11. **Corporations:** Corporations must be represented by an attorney if the claim exceeds \$6,000.00.
12. **Inability to appear:** If you are unable to appear at the time or place designated in this claim, you must contact the Court in writing at least five (5) days before the scheduled hearing or trial, if possible, at Adams Superior Court, 122 South 3rd Street, Decatur, Indiana 46733.
13. **Additional information:** Additional information on small claims is available at the Clerk's Office.

JUDGE
SAMUEL K. CONRAD

COURT ADMINISTRATOR
CARRIE FREEMAN

COURT REPORTERS
JAN SCOTT
MARILYN ANDREWS
SHELLY LANDRUM



**26th JUDICIAL CIRCUIT
OF INDIANA**

122 SOUTH THIRD STREET
DECATUR, INDIANA 46733

TELEPHONE (260) 724-5347
FACSIMILE (260) 724-5348
scourtstaff@co.adams.in.us

COURT SECURITY
ANDY GUISE
DAN HUNTER

EMERGENCY RENTAL ASSISTANCE ADVISEMENT

1. Emergency rental assistance is available to assist with nonpayment of rent. Participation in the rental assistance program can be helpful to both landlords and tenants.

2. The emergency rental assistance program for this area is the Indiana Housing and Community Development Authority ("IHCDA"). More information about the IHCDA's Emergency Rental Assistance Program can be found at: <https://www.in.gov/ihcda/homeowners-and-renters/rental-assistance/>.

To apply for assistance, visit www.indianahousingnow.org or call 211.

3. There are certain eligibility requirements, including that the tenant's household income is at or below 80% Area Median Income or household income meets the HUD definition of a low-income household. The IHCDA will determine eligibility for assistance. To make this determination, both landlords and tenants need to complete portions of the program application.

4. If you are eligible for emergency rental assistance, the funds can help the landlord receive past due rent, future rent, or reduce your outstanding balance owed, and may resolve your dispute with your landlord. Utility assistance *may* also be available.

5. If you are not eligible, there may be other community resources for rental assistance that can help both parties and possibly resolve this dispute, including resources available from your township trustee.

6. Active participation in the Pre-eviction Diversion Program will result in this case being marked **confidential**. When a case is marked confidential, it is no longer available on mycase.in.gov. The case may remain confidential during and after the program **as long as there are no defaults by the tenant**.

7. If you both agree to work together to seek rental assistance, then this case can be rescheduled to allow you to complete the application process and receive a determination of eligibility. The case management order will have your court dates listed and having your cell phone number in the court file can allow for text message reminders of these dates.

8. There is a free settlement conference program offered by the state that can assist in discussing possible resolutions to this case. If you both agree to participate in this service, then this case can be rescheduled to allow participation in the conference. The case management order will have your court dates listed and having your cell phone number in the court file can allow for text message reminders of these dates.

9. If you are not represented by an attorney and would like legal assistance, please contact the [Adams County Bar Association or Indiana Legal Services](#).

AFFIDAVIT OF DEBT

Comes now affiant, and states:

I _____ am Plaintiff
(Name of Affiant) OR

a designated full-time employee of _____ (Plaintiff).
(Name of Plaintiff)

I am of adult age and am fully authorized by Plaintiff to make the following representations. I am familiar with the record keeping practices of Plaintiff. The following representations are true according to documents kept in the normal course of Plaintiff's business and/or my personal knowledge:

Plaintiff:

is the original owner of this debt.

OR

has obtained this debt from _____ and the original owner of this debt was _____.

_____, Defendant, has an unpaid balance of \$ _____ on account _____.
(Name of Defendant) (last 4 digits of number or id only)

That amount is due and owing to Plaintiff. This account was opened on _____.

The last payment from Defendant was received on _____ in the amount of \$ _____.

The type of account is:

Credit card account (i.e. Visa, Mastercard, Department Store, etc.)

List the name of the Company/Store issuing credit card: _____

Account for utilities (i.e. telephone, electric, sewer, etc.)

Medical bill account (i.e. doctor, dentist, hospital, etc.)

Account for services (i.e. attorney fees, mechanic fees, etc.)

Judgment issued by a court (a copy of the judgment is required to be attached)

Other: (Please explain) _____

This account balance includes:

Late fees in the amount of \$ _____ as of _____.
(Month, Day, Year)

Other (Explain _____)

Interest at a rate of _____% beginning on _____.
(Month, Day, Year)

Plaintiff:

is seeking attorney's fees and additional evidence will be presented to the court prior to entry of judgment on attorney's fees.

OR

is not seeking attorney's fees.

Plaintiff believes that defendant is not a minor or an incompetent individual.

If the defendant is an individual, plaintiff states and declares that:

Defendant is not on active military service. Plaintiff's statement that Defendant is not on active military service is based upon the following facts:

_____.

OR

Plaintiff is unable to determine whether or not Defendant is not on active military service.

("Active military service" includes fulltime duty in the military (including the National Guard and reserves) and, for members of the National Guard, service under a call to active service authorized by the President or Secretary of Defense. For further information, see the definition of "military service" in the Servicemembers Civil Relief Act, as amended, 50 U.S.C.A. Appx. § 521.)

I swear or affirm under the penalties of perjury that the foregoing representations are true.

Date: _____ Signature of Affiant: _____

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

IN THE ADAMS SUPERIOR COURT

122 SOUTH 3RD STREET
DECATUR, IN 46733
TELEPHONE: (260) 724-5347

Case Number: _____

Name of Corporation, Partnership, Sole Proprietorship, or LLC
("Business Organization") (Strike those that do not apply.)

RESOLUTION

WHEREAS, this Business Organization is duly organized and existing under the laws of the State of Indiana; the Business Organization anticipates or currently has matters subject to litigation in the Adams Superior Court Small Claims; and Indiana Trial Rule S.C. 8(C) permits this Business Organization to appear without legal counsel under certain conditions;

RESOLVED, in any unassigned claim not exceeding Six Thousand and 00/100 Dollars (\$6,000.00) filed in the Small Claims, Adams Superior Court, Adams County, Indiana, this Business Organization, through its Board of Directors, Partners, Members, or Business Owner, designates

_____, a FULL-TIME EMPLOYEE, to appear on its behalf in the presentation or defense of claims arising in the ordinary course of business;

IT IS FURTHER RESOLVED, this Business Organization shall be bound by any and all agreements relating to the small claim proceeding entered into by the designated employee and shall be liable for any and all costs, including those assessed for contempt which are levied by the Court against the designated employee.

Dated:

PARTNER / BUSINESS OWNER / AUTHORIZED MEMBER
(Circle One)

Partnership / Sole Proprietorship / LLC

Signature

Printed Name

PRESIDENT OF CORPORATION

Signature

Printed Name

SECRETARY OF CORPORATION

Signature

Printed Name

AFFIDAVIT OF DESIGNATED EMPLOYEE

The undersigned designated employee affirms under penalty of perjury that she/he has not been suspended or disbarred from the practice of law in the State of Indiana or any other jurisdiction and is a full-time employee of a sole proprietor or partnership for which he/she has been designated to appear in the Small Claim Division of Adams County Superior Court, in proceedings set forth hereinabove.

Dated: _____

Signature

Printed Name

CERTIFICATE OF COMPLIANCE UNDER INDIANA TRIAL RULE S.C. 8(C)

It is certified that the foregoing RESOLUTION and AFFIDAVIT OF DESIGNATED EMPLOYEE have been received for filing with the Adams Superior Court Small Claims on behalf of the within-named Business Organization.

Dated:

1/2022

Clerk, Adams Superior Court

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

ADAMS SUPERIOR COURT
112 SOUTH 3RD STREET
DECATUR, IN 46733

_____))
Plaintiff,)
)
vs.)
_____))
Defendant.)

Case Number: _____

PRE-EVICTION DIVERSION PROGRAM

DIVERSION AGREEMENT

The above Plaintiff (“Landlord/Owner”) and Defendant (“Tenant”) enter into the following agreement to permit the Tenant to repay past due rent.

The Tenant acknowledges, understands, and consents to each of the following statements (please initial each):

_____ I have an absolute right to a hearing in front of the Court; to receive and review all evidence; and to question witnesses.

_____ The Landlord/Owner has the burden/responsibility of proving the case against me. I have the right to dispute liability, the amount of the claim, the amount of attorney’s fees, interest, or any other claims made in this case against me.

_____ If I go to trial and disagree with the Court’s decision, I will have 30 days from the judgment date to appeal the Court’s decision to the Indiana Court of Appeals. However, by signing this Diversion Agreement, I waive my appeal rights, and waive the right to pursue any defenses or counter-claims I may have against the Landlord/Owner involving matters addressed within this agreement.

_____ If the Diversion Agreement provides for an “Agreed Judgment”, information about the judgment will likely become a part of my credit/rental history. Accordingly, prior to signing the Diversion Agreement I have a right to present any questions to the Court.

_____ I understand and agree that I am: 1) waiving my right to present my case to the Court; 2) under no pressure to enter into the Diversion Agreement; 3) signing the Diversion Agreement as my free and voluntary act; and 4) required to provide the Court with written notice of any changes in my address to facilitate service of future pleadings, notices and orders.

Terms of the Diversion Agreement:

The Tenant and Landlord/Owner agree that the past due amount to be repaid consists of:

- rent: \$ _____,
- late fees: \$ _____,
- other penalties: \$ _____, and

Please provide description of other penalties: _____

- other: \$ _____

Please provide description: _____

for a total of \$ _____.

Tenant agrees to pay \$ _____ MONTHLY / WEEKLY or BI-WEEKLY (circle one) beginning on _____, 20__, until the above total is paid in full. Payments from a rental assistance program approved for this Tenant will also be submitted toward the above amounts and reduce the amount owed by the Tenant. Acceptance of partial payments will not prevent an order on the claim(s) by the Court if the Court finds a violation of this agreement after a hearing.

Tenant further agrees to remain current on rent due pursuant to the lease terms and may be liable for additional money damages if additional rent is owed or there is damage to the property.

In addition, Landlord/Owner agrees not to proceed with a claim for possession of Tenant's rental property based on the past due amount above unless: (1) Tenant defaults on the Diversion Agreement, and (2) Landlord/Owner has provided Tenant with ___ days notice to bring payments current under the Diversion Agreement and the tenant fails to do so. Notice is to be provided to Tenant by:

regular mail at _____

email at _____.

Tenant may tender payments under this Diversion Agreement in the following way(s):

If there is a failure to comply with this agreement, a party may file a motion with the Court for a hearing on the violation of the agreement. If, after a hearing, the Court finds a violation occurred by the tenant, then this case will no longer be considered confidential, and the Court can proceed with entering a judgment on the claim(s) as supported by the evidence.

This agreement does not preclude Tenant or Landlord/Owner from bringing other issues to court not addressed by this agreement.

I understand that future modifications must be agreed to by both parties in writing, signed, and dated to be enforceable. Agreed modifications do not need to be filed with the Court unless there is a dispute.

Tenant and Landlord/Owner enter into this agreement freely and voluntarily, under his/her/their own will and volition.

Tenant

Landlord/Owner

Printed Name

Printed Name

Date

Date:

STATE OF INDIANA)
)
COUNTY OF ADAMS)

SS:

ADAMS SUPERIOR COURT
112 SOUTH 3RD STREET
DECATUR, IN 46733

_____)
Plaintiff)
)
Vs.)
)
_____)
Defendant)

CAUSE NUMBER: _____

PRE-EVICTION DIVERSION PROGRAM
MOTION FOR ORDER ON VIOLATION OF DIVERSION AGREEMENT

COMES NOW, the Plaintiff hereby files this motion for hearing on a violation of the Pre-
eviction Diversion Program Agreement on the following:

1. The parties filed the Diversion Agreement with the Court on _____.
2. The Defendant violated the Diversion Agreement by:

WHEREFORE, the Plaintiff respectfully requests an Order on the violation of the Pre-
eviction Diversion Program.

By: _____
Plaintiff