

## Rights and Responsibilities of Tenants and Owners

### Affidavit of Occupancy

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#### SECTION I - Property Information

Property Address: \_\_\_\_\_

#### Owner and Property Manager info:

[NOTE: 1) physical street address required - P.O. Box is *unacceptable*; 2) if owned by a partnership (corporation), indicate the General Partner (President) using his/her personal home address]

|                                          |                                               |
|------------------------------------------|-----------------------------------------------|
| <u>Owner(s)</u> _____                    | <u>Property Manager (if other than owner)</u> |
| Name(s) _____                            | Name _____                                    |
| d/b/a _____                              | d/b/a _____                                   |
| Street Address _____                     | Street Address _____                          |
| City/State ZIP _____                     | City/State ZIP _____                          |
| Telephone number _____                   | Telephone number _____                        |
| Principal contact (circle): <u>Owner</u> | <u>Property Manager</u>                       |

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#### SECTION 2 - Overview of Code (Tenants' Rights)

Below is a *partial* listing of property requirements/limitations set forth in the Muncie City Code. A complete copy of the code is available from the Building Commissioner's Office on the third floor of Muncie City Hall, 300 N. Walnut, Muncie, IN 47305. **Any violations should be reported to the landlord and a mutually agreeable time set by which the problem should be remedied. If after a reasonable amount of time after being brought to the attention of the landlord the defect is not corrected, it should be reported to the Building Commissioner's office (747-4862).**

#### Occupancy

According to the formula set forth in § 155.32 of Muncie's Housing Code, the number of occupants permitted for this unit is limited to a

maximum of \_\_\_\_\_ adult persons.

Square footage and number of bathrooms determine the maximum number of occupants. For two (2) adult occupants there must be 400 square feet of heated living space meeting code requirements; 650 sq. ft. for three (3) persons; 900 sq. ft. for four (4) persons; and 500 additional square feet for each occupant over four (4) up to a maximum of six (6). For each occupant over six (6), a variance is required as well as 500 square feet each. In addition to the square footage requirement, there must be a bathroom for each four (4) adult occupants.

#### Parking

One "off street" parking space is **required for each adult occupant.** Without a variance, parking areas must conform to the Muncie City Code (may be obtained from the Building Commissioner's office at City Hall 747-4862). Parking on grass is prohibited by law.

**Light, Ventilation, and Space**

Each unit shall meet minimum light and ventilation requirements. In general, all spaces or rooms shall be provided sufficient light and vent so as not to endanger health and safety.

Each unit shall have minimum square footage requirements for each sleeping room. The minimum bedroom requirement is 90 sq.ft. for 1 occupant or 60 sq.ft. for each additional occupant thereof. Also, the number of adult occupants shall not exceed twice the number of bedrooms.

**Plumbing and Fixtures**

Each unit must include its own plumbing facilities which operate properly, can be used in privacy, are adequate for personal cleanliness and disposal of human waste. It provided, all kitchen fixtures shall function as indicated.

**Heating, Mechanical and Electrical**

All equipment shall function as designed.

All units shall be capable of maintaining a room temperature of 70 degrees.

Every habitable room shall contain no less than 2 separate outlets, one of which may be switched and/or a ceiling fixture.

**Fire Safety**

Every sleeping room must have approved, direct means of egress/exit to the exterior.

All units must have a smoke detector/alarm installed and functioning as per the Muncie City Code. It is the responsibility of the occupant to maintain the detector in good working condition.

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**SECTION 3 - General Responsibilities****Responsibilities of Tenants**

**Cleanliness:** Tenants must maintain in a sanitary condition the part of the structure and supplied fixtures he or she occupy or control.

**Noise:** Tenants shall not create noise that disturbs the comfort of others.

**Trash:** Every occupant shall be responsible for the removal of garbage from the unit.

Each Tenant is required to maintain his or her own copy of this Tenancy Agreement and Affidavit of Occupancy on the premises listed at the top of this form.

**Responsibilities of Owners (in addition to property requirements of Section 2 above)**

**Maintain public areas:** While the landlord may require through a lease that the tenant mow the lawn, be responsible for general clean-up, etc., it is the Landlord's responsibility to enforce such a clause. Ultimately, the City of Muncie may cite a landlord for violating a weed ordinance, maintaining a nuisance, etc. **if a situation results in repeated complaints to the Building Commissioner's office, regardless of the lease's wording.** The City of Muncie is not responsible for enforcing the provisions of any landlord's lease.

Each Property Owner is responsible for ensuring this document is executed and is required to keep a copy on file. If managed by a third party, that Property Manager is required to have a copy on file.

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SECTION 4 - Affidavit of Occupancy

Term of Lease \_\_\_\_\_

Under penalties of perjury, the undersigned hereby affirm and attest that:

- 1) The only occupants of the above named property (Section 1) are listed below and that no other person does or shall occupy these premises.
- 2) Each has read in its entirety Sections 2 & 3 regarding Overview of Code and Responsibilities of Tenants and Owners.

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Tenant #1    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_

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Tenant #2    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_

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Tenant #3    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_

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Tenant #4    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_

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Tenant #5    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_

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Tenant #6    Name \_\_\_\_\_  
                  Permanent Address \_\_\_\_\_  
                  City/State/ZIP \_\_\_\_\_  
  
                  Signature \_\_\_\_\_                      Date \_\_\_\_\_