

STATE OF INDIANA )

IN THE MONROE CIRCUIT COURT \_\_\_\_

) SS:

COUNTY OF MONROE )

CASE NO. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff,

v.

\_\_\_\_\_  
Defendant.

**TENANT'S REQUEST FOR DAMAGES**

The Tenant, under the penalties for perjury, requests damages as shown below:

Amount Tenant paid for security deposit	\$ _____
Amount of damages to the unit that Tenant agrees they are responsible for ( <i>subject to 45 day security deposit law</i> )	\$ _____
Amount of rent that Tenant agrees they owe ( <i>not subject to 45 day security deposit law</i> )	\$ _____
Damages to reimburse Tenant for costs to make rental unit habitable (after notice to Landlord)	\$ _____
Damages for value of Tenant's personal property (belongings) unlawfully removed by Landlord ( <i>IC 32-31-4-2</i> )	\$ _____
Damages that are reasonably foreseeable economic losses ( <i>Consequential Damages</i> )	\$ _____
Damages for the difference between the apartment as promised and the fair rental value ( <i>Expectancy Damages</i> )	\$ _____
Damages for Landlord's failure (after notice by Tenant and reasonable time for Landlord to comply) to provide safe, clean, and habitable unit; comply with health and housing codes; make reasonable efforts to keep common areas in a clean and proper condition; provide and maintain (if present when the parties agreed to the rental): electrical, hot and cold running water, sanitary systems, heating, ventilating, and cooling; elevators, and appliance(s). ( <i>IC 32-31-8-5 (Actual and Consequential Damages available under IC 32-31-8-6)</i> )	\$ _____
Damages for Landlord unlawfully changing the lock(s); removing doors, appliances, etc. from the unit; interrupting utilities such as electricity, gas, or water.	\$ _____
Damages for Landlord's Breach of Covenant of Quiet Enjoyment ( <i>interference with the Tenant's right to enjoy the property peacefully</i> ) ( <i>Compensatory Damages and/or Punitive Damages (if fraud, malice, gross negligence, or oppression)</i> )	\$ _____
Damages due for work done by Tenant by agreement with Landlord ( _____ hours at \$ _____ per hour)	\$ _____
Attorney Fees if permitted by lease or law (e.g. for violations of security deposit statute, maintenance of property)	\$ _____
Other: _____	\$ _____
TOTAL Damages Requested	\$ _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATION IS TRUE AND ACCURATE.

/s/ \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name