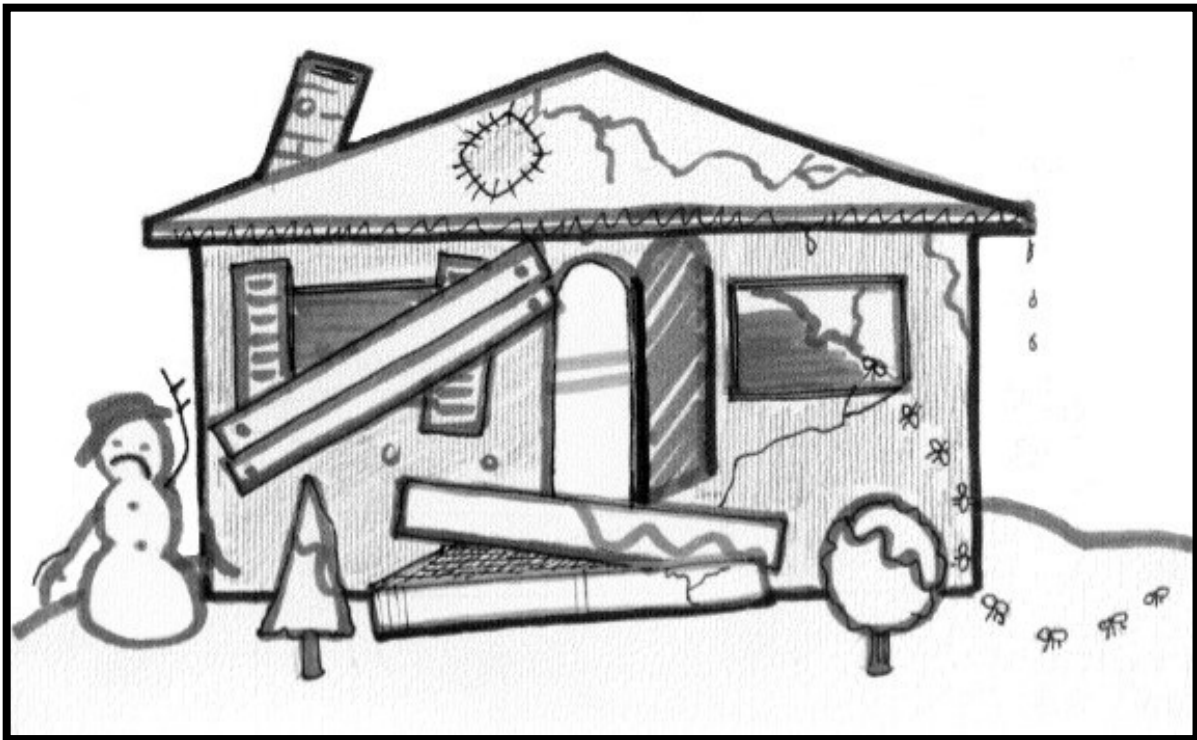


# MY LANDLORD ISN'T MAKING REPAIRS

What Can I Do?



A step-by-step guide for Franklin County Ohio tenants



This packet is a collaboration between the Legal Aid Society of Columbus and  
Community Mediation Services.

Updated September, 2014

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## Some Advice Before You Start

### ***Who Should Be Taking Care of Conditions Problems at my Rental Unit?***

In Ohio a landlord has a duty to keep rental property in fit and habitable condition. In general this includes making any needed repairs, or doing whatever else is necessary to fix a problem at the rental property so that it is in good condition. Below are some more detailed examples of landlord duties and problems that are a landlord's responsibility to fix. A landlord is not allowed to put these duties back on a tenant in the lease. [Source: Ohio Revised Code Section 5321.13(A)]

### ***What Are My Duties as a Tenant?***

The tenant must keep the unit safe and sanitary, properly dispose of trash and waste, use fixtures and appliances properly, and not damage the property.

### ***Who is responsible for paying for repairs or other maintenance work?***

A tenant should only be responsible for paying for repairs or maintenance work caused by the negligence of the tenant (or the tenant's guests). For example, if a window breaks because your son was playing baseball in the living room, you should pay for the repair. If a window breaks due to a random act of vandalism, the landlord should pay for the repair.

### ***Landlord Duties***

- Maintain the rental property so that it complies with local building, housing, health, and safety codes.
- Make whatever repairs necessary to keep the property in a fit and habitable condition, including common areas of the property.
- Keep all electrical, plumbing, sanitary, heating, ventilating and AC fixtures and appliances supplied by the landlord in good and safe working order.
- Supply running water, and reasonable amounts of hot water and heat. (This does not include *paying* for hot water or heat)
- Give tenant 24 hour notice of intent to enter for non-emergency repairs.

### ***Condition Problems that are Generally the Landlord's Responsibility:***

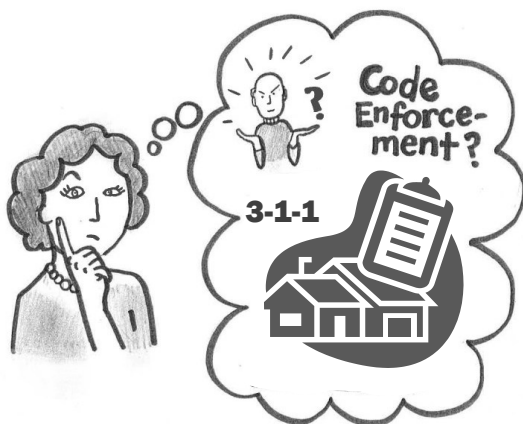
- Lack of heat, water, or hot water (if not caused by tenant non-payment)
- Electrical problems
- Plumbing problems
- Sanitation problems
- Ventilation problems
- Air Conditioning problems
- Elevator problems
- Insect or rodent infestation
- Broken windows, doors, locks, stairs
- Broken appliances or bathroom/kitchen facilities
- Any other conditions that make your rental home unfit or uninhabitable

## Bedbugs and other Pests

In general, eliminating vermin and pests such as rats, roaches, and bedbugs is part of a landlord's duty to keep the premises in a fit and habitable condition. You should notify the landlord as soon as you notice the presence of any such pests, and cooperate with any treatment efforts. A tenant has a duty to not negligently harm the property. A tenant should not bring a mattress full of bed bugs into the rental unit, or refuse access during extermination efforts.

### Other Information to Consider Before Beginning

- **Exceptions:** The rent escrow and lease termination processes described in this handout do not apply to a landlord who rents out three or fewer dwelling units and who has provided notice of that fact to the tenant in writing (in the lease or in a separate writing). These processes also do not apply to a dwelling unit owned or operated by a college or university where the tenant is a student.
- **Negative reactions:** Although you are only asking your landlord to do what is required under Ohio law, some landlords react negatively to requests for repairs and talk of rent escrow. If you are a month to month tenant, or if your lease is ending soon, be aware that some landlords may react by deciding to not renew your lease. The real reason may be that they are retaliating against you, which is prohibited by Ohio law, but this can be hard to prove.
- **Call Code Enforcement and Request an Inspection:** You can ask Columbus City Code Enforcement to inspect your rental property. A code enforcement officer may visit your rental unit and send your landlord a notice that the property is in violation of Columbus City Code. You will be sent a copy of this notice. Such notices can be great proof that you have repairs that need to be made. Columbus Code Enforcement may be reached through the Columbus Service Center by calling 3-1-1. Inspections are free.



# Process Overview

## Step 1: Write a Letter

If your landlord is not taking care of condition problems, you need to **write a letter** to your landlord telling him/her the specific repairs that you need done. Even if you have told your landlord on the phone or in person, you still need to give notice in writing to the landlord, telling the landlord what specific things you need repaired or remedied. Write this letter even if your landlord has been sent notices of code violations.

You may have to prove that you sent this letter so **keep a photocopy of the letter** for your records. Then take the letter to the post office. Ask the postal clerk for a **“certificate of mailing”**. This costs about \$1.30, and proves you mailed the letter. When you are done, you will have a photocopy of your letter and a “certificate of mailing” showing you mailed it to your landlord. This is good proof that you gave written notice to the landlord of the conditions problems.

On the next two pages are a *sample letter* and a *blank form* you can use for your letter.

**Unsure of the landlord’s name or address?** The letter should be sent to the person or place where rent is normally paid. If you have a lease, the landlord’s name and address is usually near the beginning of the lease. If you are unsure of your landlord’s name or mailing address, go to the Franklin County Auditor’s website and do a search by address. The auditor’s website will show you the name and address of the owner of the property. Send the letter to the owner. Franklin County Auditor’s website information is on the last page of this packet.



## ***SAMPLE LETTER ASKING FOR REPAIRS***

Tony Tenant  
123 Main Street, Apt. 56C  
Columbus, OH 43214

Larry Landlord  
362 Elm Street  
Columbus, OH 43218

February 25, 2014

Re: Conditions at my rental unit

Dear Mr. Landlord,

I am writing to request that you take whatever steps necessary to remedy the following conditions problems at my residence:

- 1) My roof leaks when it rains and the water drips into the living room.
- 2) There are bed bugs in my apartment.
- 3) There are exposed electrical outlets in the kitchen.
- 4) There are gaps around the windows that let in cold air in the winter and insects in the summer.

Kindly take whatever steps necessary to remedy these problems within 30 days of the date of this letter.

Thank you for your kind attention to these matters.

Sincerely,

*Tony Tenant*

Tony Tenant

- ☐ I kept a photocopy of this letter for my records
- ☐ I sent this letter with a certificate of mailing

\_\_\_\_\_  
(tenant's name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(tenant's address)

\_\_\_\_\_  
(landlord's name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(landlord's address)

Date: \_\_\_\_\_

Re: Conditions at my rental unit

Dear \_\_\_\_\_,

I am writing to request that you take whatever steps necessary to remedy the following conditions problems at my residence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kindly take whatever steps are necessary to remedy these problems within 30 days of the date of this letter.

Thank you for your kind attention to these matters.

Sincerely,

\_\_\_\_\_  
(tenant's signature)

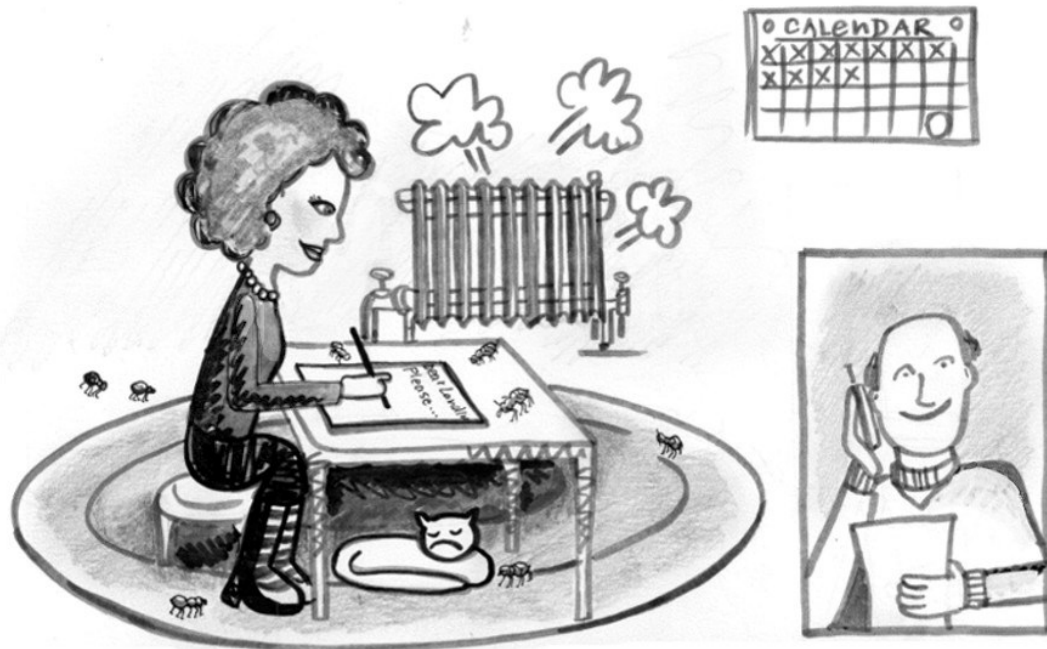
- ☐ I kept a photocopy of this letter for my records
- ☐ I sent this letter with a certificate of mailing

## Step 2: Wait A Reasonable Amount of Time

**After you have sent the letter, you have to wait “a reasonable amount of time”** for the landlord to make the repairs, up to 30 days. What is reasonable depends on how severe the problem is and the time necessary to take care of the problem.

A reasonable time can be just a few days if the problem is serious (e.g., broken furnace in winter) and can be fixed quickly.

For other problems, especially ones that are time-consuming to fix or less serious, a reasonable amount of time might be the full 30 days.





### **Step 3: (your choice) Terminate the Lease or Start a Rent Escrow Account**

After you have waited a reasonable amount of time, if the landlord still hasn't fixed the problems, you have a choice.

**Option 1:** You can **terminate the lease** and leave the rental unit. If you choose this option, you should write a follow up letter advising the landlord of the date you are going to vacate. You will be responsible for paying rent for any days that you are at the rental unit, but not for time after you leave.

*If you want to terminate your lease, see the next few pages for advice.*

OR

**Option 2:** You can **Start a rent escrow account** and stay in the rental unit.

If you want to stay at your rental unit and try to get the landlord to make repairs, then you can start a rent escrow account at the Franklin County Municipal Court. You will start paying your monthly rent to the court instead of to your landlord. The court will hold your rent in an escrow account. As long as you sent the written notice, waited the reasonable time, and stayed current on your rent, the landlord shouldn't get the money until you agree the repairs are made. You can also file motions asking that the court order the landlord to make the repair, or asking that your rent be reduced until the repairs are made.

*If you want to start a rent escrow account, see pages 12 - 19 for advice.*

## If you Want to Terminate the Lease



Before you can start this process, you must write a letter to the landlord and give him or her a reasonable amount of time to fix the problem.



## Step 1: Write a Second Letter

This will inform the landlord that you will be ending your lease and moving out. Make sure you keep a photocopy of the letter and send it with a certificate of mailing. See the *sample termination letter* on the next page for guidance. This letter should include:

- How you will be returning the keys.
- Your new mailing address (if you want your security deposit back)

## Step 2: Return your Keys

If you give the keys to the landlord or apartment manager, ask for a receipt. If you drop them in a mail slot, put them in an envelope with your name and address, and take someone with you who witnesses you dropping them off. If you include them in a letter to the landlord, tape them to the letter, make a photocopy of the letter with the keys attached, and send with certificate of mailing. (see page 5 for instructions on Certificate of Mailing)

### Step 3: Take Steps regarding your Security Deposit

If you are interested in getting your deposit back, you need to give a forwarding mailing address to your landlord, so the landlord knows where to mail the deposit.

After you return the keys, your landlord has 30 days to return your security deposit or give you a notice which explains what was done with the security deposit money. Your landlord can keep security deposit money for unpaid rent or fees, or for damages to the property that go beyond normal wear and tear.

If the landlord wrongfully keeps deposit money, you may sue the landlord in small claims court for the return of the deposit plus damages in the amount that was wrongfully withheld. For more information on getting back your security deposit please contact the Legal Aid Society of Columbus. (see page 27 for contact information)

# ***SAMPLE LEASE TERMINATION LETTER***

*(This should only be sent after sending a Letter Requesting Repairs and waiting a reasonable amount of time)*

Tony Tenant  
123 Main Street, Apt. 56C  
Columbus, OH 43214

Larry Landlord  
362 Elm Street  
Columbus, OH 43218

March 25, 2014

Re: Notice of Lease Termination

Dear Mr. Landlord,

I wrote to you on February 25, 2014 asking for you to make certain repairs to my rental unit. I then waited a reasonable amount of time. The problems have not been fixed. I therefore am exercising my right under Ohio Revised Code 5321.07(B)(3) to terminate the lease. I will be vacating the property by midnight on March 28, 2014. I will return the keys by dropping them off where I pay the rent.

Please return my security deposit to the following mailing address:

Tony Tenant  
1722 Breakwater Drive  
Columbus, OH 43210

Thank you for your kind attention to these matters.

Sincerely,

*Tony Tenant*  
Tony Tenant

- ☐ I kept a photocopy of this letter for my records
- ☐ I sent this letter with a certificate of mailing

## If you want to Start a Rent Escrow Account



### **Remember:**

Before you can start this process, you must have written a letter to the landlord requesting repairs, and you must have given your landlord a reasonable amount of time to fix the problem. You also must be current in rent. If you are not current, get caught up before starting a rent escrow account.



### **Step 1: Bring your Rent and a Copy of your Letter Requesting Repairs to Municipal Court.**

A day or so before your rent is due, bring your rent and a copy of the letter requesting repairs to the **3<sup>rd</sup> floor of the Franklin County Municipal Court located at 375 S. High Street** (see page 26 for directions).

Rent must be cash or money order only.

When you get off the elevator on the 3rd floor there is a sign that points you to the “Rent Escrow” window. When you get there tell the clerk that you want to start a rent escrow account. There is no filing fee for doing this.

The clerk will give you a form called “Application to Deposit Rent with the Clerk”. The application needs to be filled out and notarized. Page 24 of this packet shows what the form looks like. The rent escrow window clerks can notarize your application and give you a receipt for your rent.

The court will then notify the landlord the rent is being held in escrow.

Every time rent is due, you must pay it to the Clerk of Court on or before the date it is due.

### **Q: Can I do all this by mail?**

A: **Yes.** You can start the process by mailing the notarized application (see p. 24) and a money order for any rent due. Then, for each month’s rent, mail a money order with your case number written on it.

#### **Mail to:**

Franklin County Municipal Court  
Attn: Rent Escrow  
375 South High Street  
Columbus, OH 43215

Questions about mailing?  
Ask the rent escrow clerks: 645-7420



## Step 2: Attend Mediation.

Shortly after escrowing your rent, the court will send you and the landlord a notice telling you the date and time where you can attend a rent escrow mediation. Mediations are generally scheduled for 2-3 weeks after you start escrowing your rent.

At the mediation you, the landlord, and a mediator can discuss the situation and try to reach an agreement. If you reach an agreement, the mediator will put it into writing, and the case will be over. If you don't reach an agreement, or if the landlord does not come to the mediation, continue to pay your rent to the court each month.

Mediations are held on the **16th floor** of the **Franklin County Municipal Court** (see page 26 for directions.)

## What if repairs are completed?

If you are satisfied with the repairs, bring your ID to the Rent Escrow window on the 3rd floor. You can sign a release form that will allow the court to release the funds to the landlord. Going forward you would resume paying rent directly to your landlord.



## What if things don't work out at mediation and the landlord is still not making repairs?

You can also file motions with the court, asking that the Court:

- (1) order the landlord to make the repairs,
- (2) reduce your monthly rent until the repairs are made.
  
- (3) Also, if there is enough money in the escrow account to allow you to make the repairs, you can ask the court to release the money to you, so you can make the repairs.

More information on these options is discussed on the next page.

## Further Options : Requesting Court Orders

You can also file motions asking that the court (1) order the landlord to make repairs, (2) reduce your rent until the repairs are made, and, if there is enough money in the account, (3) release the escrowed money to you so that you can make repairs.

Instead of waiting for the mediation, you can file motions for repairs and reduction in rent at the same time you file your application to start the rent escrow account. If you file a motion the court will schedule a hearing to decide if it will grant the motion.



### Step 1: Fill Out a Motion.

On pages 16-17 is a sample “O.R.C. §5321.07(B) Motion for Order(s)”. A blank motion you can use is on pages 18-19. When you file your rent escrow application you will be given a case number. Put that case number on the motion. Fill in the Plaintiff/Tenant and Defendant/Landlord names. Fill in the dates of the letter you sent to the landlord requesting repairs, the date you started your rent escrow account, and the amount the court is holding in the escrow account.

Attach **the letter requesting repairs** to your motion. This will show the court you have advised the landlord of the conditions problems. In the “Certificate of Service” section, fill in the date you will be able to mail a copy of your motion to the landlord.

### Step 2: File the Motion.

Make two sets of photocopies of the motion. Mail one set to your landlord (or your landlord’s attorney if your landlord is represented by an attorney). Take the original and the other photocopy to the **Franklin County Municipal Court Clerk’s office** (375 S. High Street) and ask to file the motion. The clerk will keep the original and return a time-stamped copy to you for your records. There should be no fee for filing this motion.

If you file this Motion the court will make arrangements for a court hearing. You will get a notice of that hearing in the mail. It will give you the time and the location of the hearing. You can also look up your case on the court’s website: <http://www.fcmcclerk.com/case/>



### Step 3: Bring proof to the hearing.

At the hearing you should bring proof that the repairs have not been made, especially if you checked the box asking that the court order that repairs be made. Your proof could be some photos or code enforcement letters that show the problems still exist, or just your testimony that the problems still exist. You can also bring witnesses who could testify that they have been to your rental property recently and that the problems still exist.

#### **If you are asking that the rent be lowered**

the judge might ask for your opinion on what you think the reasonable rental value of the property is with all of its problems. For example, if the rent is \$500 per month with everything working properly, how much is it worth with the problems that exist? You should tell the court your opinion on what the reasonable rental value of the property is with the problems (what you think it is worth) based on your rental experiences. Some courts have found the reasonable rental value to be \$0 per month for extremely bad conditions. Most courts will find that the rental has some value, but not the full rental value.



#### **If you are asking that the rent escrow money be released to you**

so that you can make the needed repairs, it would be helpful to bring an estimate of what it would cost to make the repairs. That way the judge can see that you are serious about using the money for repairs and that releasing the escrow money will allow you to correct the conditions problem.

# SAMPLE MOTION FOR ORDERS

## IN THE FRANKLIN COUNTY MUNICIPAL COURT COLUMBUS, OHIO

Tony Tenant : Case No. 2014 CVR 012345  
Plaintiff /Tenant  
v. : O.R.C. §5321.07(B) MOTION FOR ORDER(S)  
Larry Landlord :  
Defendant/Landlord

Now comes the Plaintiff/Tenant, Tony Tenant (name), and moves for the following order(s) pursuant to Ohio Revised Code §5321.07(B)(2) :

(Check the box(es) to indicate what you want the court to order)

- ☒ An order directing the landlord to remedy the condition.  
☒ An order reducing the periodic rent due the landlord until the landlord remedies the condition.  
☐ An order that the deposited rent be released to Plaintiff so that Plaintiff can use it to remedy the condition.

### MEMORANDUM IN SUPPORT OF MOTION

Plaintiff notified Defendant/Landlord of conditions problems on the date of 2/25/2014.  
A copy of the notice is attached hereto as Exhibit A.  
Plaintiff began depositing rent with this court on the date of 3/30/2014. So far Plaintiff has deposited a total of \$ 800 with the court. Plaintiff is current in rent payments.

Defendant has still not taken any action to remedy the conditions problems at the rental unit. Those conditions problems include: A leaky roof, bed bugs, exposed electrical outlets, and gaps around the windows which let in the elements and bugs.

Ohio Revised Code Section 5321.07(B)(2) provides that the court may issue orders requested above.

Respectfully submitted,

Tony Tenant

(Plaintiff/Tenant's signature)

358 Chestnut Drive

Columbus, OH 43228

(123)456-7890

(Plaintiff/Tenant's printed name, address, and phone no.)



**CERTIFICATE OF SERVICE**

A copy of the foregoing was mailed by regular United States Mail to the Defendant, or, if the Defendant is represented by an attorney, to the Defendant's attorney, on the following date: April 17, 2014:

Tony Tenant

Plaintiff

**IN THE FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, OHIO**

\_\_\_\_\_  
Plaintiff/Tenant  
v. \_\_\_\_\_  
Defendant/Landlord

Case No. \_\_\_\_\_  
**O.R.C. §5321.07(B) MOTION FOR ORDER(S)**

Now comes the Plaintiff/Tenant, \_\_\_\_\_ (*name*), and moves for the following order(s) pursuant to Ohio Revised Code §5321.07(B)(2) :

*(Check the box(es) to indicate what you want the court to order)*

- ☐ An order directing the landlord to remedy the condition.
- ☐ An order reducing the periodic rent due the landlord until the landlord remedies the condition.
- ☐ An order that the deposited rent be released to Plaintiff so that Plaintiff can use it to remedy the condition.

**MEMORANDUM IN SUPPORT OF MOTION**

Plaintiff notified Defendant/Landlord of conditions problems on the date of \_\_\_\_\_.

A copy of the notice requesting repairs is attached hereto as Exhibit A.

Plaintiff began depositing rent with this court on the date of \_\_\_\_\_. So far Plaintiff has deposited a total of \$\_\_\_\_\_ with the court. Plaintiff is current in rent payments.

Defendant has still not taken any action to remedy the conditions problems at the rental unit. Those conditions problems include: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Ohio Revised Code Section 5321.07(B)(2) provides that the court may issue orders requested above.

Respectfully submitted,

\_\_\_\_\_  
(Plaintiff/Tenant's signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Plaintiff/Tenant's printed name, address, and phone no.)

**CERTIFICATE OF SERVICE**

A copy of the foregoing was mailed by regular United States Mail to the Defendant, or, if the Defendant is represented by an attorney, to the Defendant's attorney, on the following date: \_\_\_\_\_:

\_\_\_\_\_  
Plaintiff

*The next six pages are from the Franklin County Municipal Court. It includes more helpful advice as well as the Rent Escrow Application you will need to fill out and have notarized when you visit the Rent Escrow window.*



**LORI M. TYACK, Clerk**  
**Franklin County Municipal Court**  
375 S. High St. 3<sup>rd</sup> Floor  
Columbus, OH 43215  
(614) 645-7420  
(614) 645-0474 (fax)

## **RENT ESCROW PROGRAM**

### **HOW TO GET YOUR LANDLORD TO MAKE REPAIRS**

If you want your landlord to fix something, you **MUST** follow the rules set out in the law. If you do not follow these rules carefully, you could be evicted for non-payment of rent.

#### ***Residential landlords have a duty to repair:***

1. Any problems with the housing that “materially affect your health and safety” **and** violate local building, housing, or health and safety codes; **Such as:** broken windows, roof leaks, peeling paint and/or plaster, mice, rats, roaches, rubbish in your yard, lack of smoke detector or smoke alarms.
2. Any problems with the housing that make it unlivable.
3. Any defects in the hallway and/or stairway that could pose a danger to you or your guests; **Such as:** unsafe gas or electric heaters and appliances.
4. Any electrical, plumbing, sanitary, heating, ventilating or air conditioning systems that are not working properly and pose a danger to you or your guests; **Such as:** unsafe gas or electric heaters and appliances.
5. Plumbing or heating systems that are not working properly, leaving you without running water, hot water, or adequate heat for any period of time.
6. Broken and unusable garbage cans that are shared by four or more apartments in the same building.

If you ask your landlord to fix any problems or defects and he does not fix them, do the following:

***FIRST ...***

**Give a written notice to the landlord.** The notice should:

1. Tell in detail each problem you wish to have repaired (the list should be specific, so the landlord can use the list to repair each problem).
2. Tell the landlord that minor repairs should be taken care of within thirty (30) days and major problems (emergencies such as lack of heat in winter) within five (5) days.
3. Tell the landlord what you will do if problems are not repaired within thirty (30) days.

Deposit your rent with the court **AND** ask the court to order your landlord to make repairs and/or lower the rent you owe because you are living with the inconvenience of this problem.

**Or** ask the court to return part of the rent money deposited to you, so that you may make the repairs yourself.

4. Sign, date and make a copy of the notice so that you may give a copy to the court at a later date.
5. Deliver the notice to your landlord in person or by certified mail to the place where rent is normally paid. If you deliver the notice in person, take someone with you to witness the delivery. If you deliver the notice by certified mail, save the receipts.

***SECOND ...***

**In addition to writing a notice:** if you think the problem violates your local building, housing or health and safety code, call the Housing Inspector of the Health Department for your city or county. They will inspect your property at **no charge to you.**

**Columbus City Code Enforcement Agency** ----- 614-645-3111  
(Structural violation, rodents, roaches, trash, etc.)

Mold and such----- 614-645-6226

**Franklin County Health Department** ----- 614-525-3160  
(Outside of Columbus only).

Request that they inspect your apartment, write a report and give a copy of that report to you.

### ***THIRD ...***

Wait until thirty (30) days after you have delivered or mailed the notice. If your landlord still has not made any repairs, you can go to the court for help. **For most defects you must wait until the thirty (30) day period has ended before you can go to court.**

**If the problem is serious** (lack of heat in the winter, no running water, no hot water or electricity), you only have to wait a reasonable time, which is normally five (5) days before you can go to court.

**CAUTION:** Any rent that comes due within thirty (30) days after delivery of the notice **MUST** be paid to your landlord!!! If not, you may lose your claim in court and you could be evicted for failure to pay rent.

### ***FOURTH ...***

After thirty (30) days have ended; on or before the day your next rent payment is due, go to Franklin County Municipal Court, **Rent Escrow Department – 3<sup>rd</sup> Floor** of 375 S. High Street, Columbus, Ohio, with the full amount of next month's rent, (**Cash or Money Order ONLY** – personal checks and credit cards are **NEVER** accepted), a copy of the notice you gave your landlord along with copies of the mail receipts, if applicable, to place your rent in escrow with the court.

You will be given an ***“Application to Deposit Rent with the Court”*** Signing the application verifies that you have notified the landlord of the problem and that you are current on your rent payments. Be sure to obtain a copy of your application and receipt for your records.

**Please note:** There is NO filing fee to place your rent in escrow, however, the court will retain one (1) percent of the monthly rent you deposit with the court.

### **What happens after rent is deposited with the court?**

1. The Franklin County Municipal Court will send a copy of your application to the landlord and your case will be forwarded to Mediation. The Mediation Department will notify you by mail of the date, time and place of your hearing. If you do not hear from them within ten (10) business days, call (614) 645-7420 to see if a date has been scheduled yet.
2. You may also file a Motion for Rent Abatement and Order to Repair, at the time you file your application to deposit rent with the court. The motion, (a letter in your own words that should contain what you are asking of the court with a brief explanation why) should be dated, signed and contain your case number. You may ask for the following:
  - A court order requiring your landlord to make the requested repairs.
  - A court order allowing you to pay less rent, until repairs are made (Rent Abatement).
  - A court order allowing you to use the rent deposited to make necessary repairs yourself.

### **What to do when your next rent payment is due?**

Pay your rent to the Clerk of Court. Every time your rent is due, you **MUST** pay it to the Clerk of Court and get a receipt. Save your receipts. If you do not pay your rent to the court on or before the date it is due, you risk losing your case.

### **What to do when repairs are completed?**

Come to the Clerk of Courts, Rent Escrow office **with your ID** to sign a release form that authorizes the Escrowed funds to be released to your landlord. Your rent is to be paid to your landlord from this point forward.

### **What is Mediation?**

Mediation is a voluntary process where landlord and tenant meet in the presence of a third party (Mediator) to see if they can come to an agreement. You do not have to participate in mediation, but you should consider attending. If your landlord does not show up for mediation, you may re-schedule or ask for a court hearing. If your landlord does show up and you both reach an agreement, it will become final and the case will come to an end.

### **Court Hearing**

#### **What to bring with you:**

1. A copy of any notices you sent to your landlord and any mail receipts, if the complaint was done in writing and delivered through the US Postal Service.
2. Any witnesses that went with you when you delivered your complaint to the landlord and has seen the defects or problems that need repaired.
3. A copy of the receipts showing that you deposited rent with the court.
4. Any photographs or documentation you made of the defects or problems that need repaired.
5. Any reports from a building or health department inspector.

**What happens:** At the hearing, both, the landlord and tenant are given an opportunity to give an explanation of their problems or concerns.

**For additional questions, please call (614) 645-7420, Monday through Friday 8:00am to 4:00pm.**

**Wendy Miller, Disbursement Coordinator**  
**[rentescrow@fcmclerk.com](mailto:rentescrow@fcmclerk.com)**

**FRANKLIN COUNTY MUNICIPAL COURT**

**Lori M. Tyack, Clerk**  
**Rent Escrow Division**  
**375 South High Street, 3<sup>rd</sup> Floor**  
**Columbus, Ohio 43215**  
**(614) 645-7420**  
**(614) 645-0474 (fax)**  
[www.fcmcclerk.com](http://www.fcmcclerk.com)

**RENT ESCROW CASE # \_\_\_\_\_ CVR \_\_\_\_\_**

Name and address of **TENANT**  
(Please PRINT legibly)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_

Name and address of **LANDLORD**  
(Please PRINT legibly)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_

**APPLICATION TO DEPOSIT RENT WITH THE CLERK**

In accordance with the **Ohio Revised Code Section 5321.07**, I hereby make an application to deposit all rent that is due, and hereafter becomes due the landlord, with the Franklin County Municipal Court Clerk.

Rent payment according to the rental agreement is \$ \_\_\_\_\_, due on the \_\_\_\_\_ of each month. This deposit is for the month of \_\_\_\_\_.

Affidavit in support of Application:

The undersigned, being first duly cautioned and sworn, according to law, states that the following facts are true to the best of her/her knowledge.

In accordance with **ORC 5321.07 (C)**; the landlord did not provide notice, in the rental agreement, stating that he/she was party to rental agreements that cover three or fewer dwelling units; nor did he/she, in the case of an oral tenancy, deliver written notice of this fact to the tenant at the time of initial occupancy by the tenant. The dwelling unit is not a private college or a university dormitory.

In accordance with **ORC 5321.07 (A)**, the tenant has given notice of the landlord's failure to fulfill obligations imposed upon him/her by section **5321.04**, or any obligations imposed upon him/her by the rental agreement, or the tenant reasonably believes that the landlord has failed to fulfill any such obligations, or non-compliance citations by a governmental agency to the place where rent is normally paid.

In accordance with **ORC 5321.07 (B)**, the tenant is current in rent payments due under the rental agreement.

\_\_\_\_\_  
Tenant Signature

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public or by \_\_\_\_\_  
Deputy Clerk



NOTICE TO LANDLORD AND/OR AGENT  
(Section 5321.08 ORC)

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This is a copy of the tenant's application and is being mailed to you in accordance with Section 5321.08, ORC

TO: \_\_\_\_\_

Lori M. Tyack, Clerk  
Franklin County Municipal Court

\_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

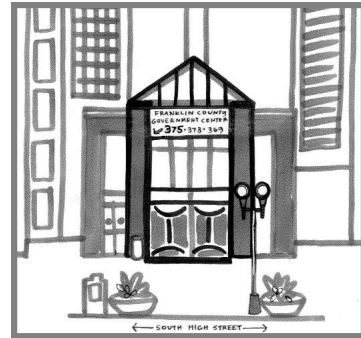
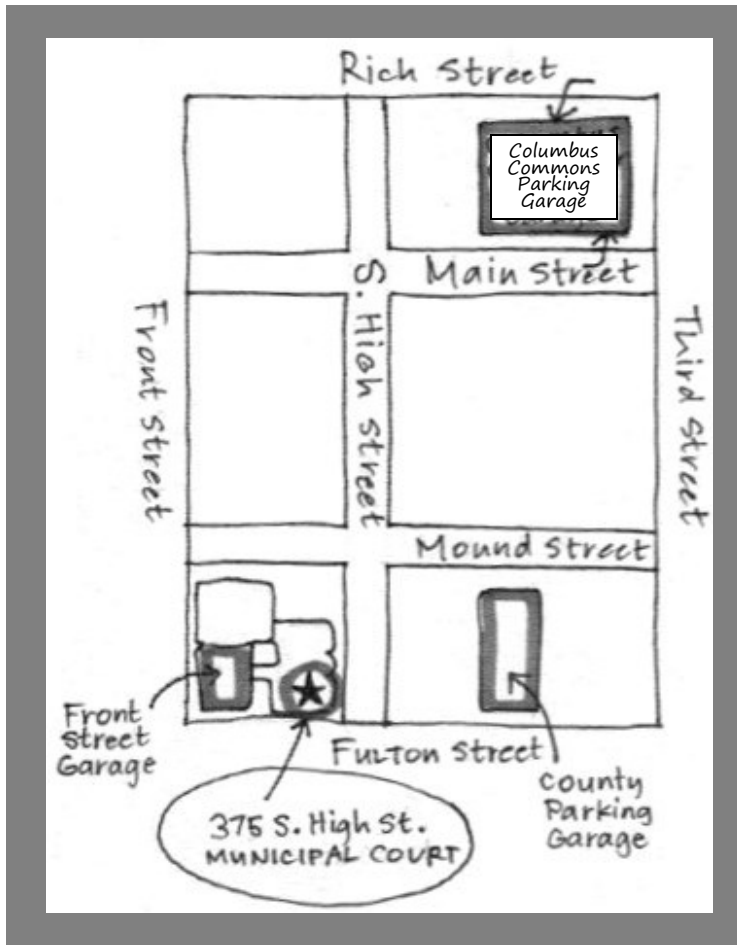
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

6/14/2012

## Directions: Franklin County Municipal Court



Franklin County Municipal Court is located at **375 S. High Street in Columbus**. The three closest parking locations are the Front Street Garage, the County Parking Garage, and the Columbus Commons Parking Garage.

***For Rent Escrow, go to the  
Third Floor!***



When you get off the elevator there is a sign that points you to the "Rent Escrow" window. When you get there you can give the clerk your application and your rent. The rent escrow window clerks can notarize your application and give you a receipt for your rent.

# Helpful Contacts

## **Columbus Code Enforcement/ Columbus Service Center** (to request inspections)

### **Call Center**

Hours: M-F 7:00am-6:00pm

Phone: 614-645-3111

Website: [311.columbus.gov](http://311.columbus.gov)

## **Franklin County Auditor's Website** (to help find landlord/owner name and address)

("Search" menu allows you to search by address, condominium complex, landlord name, and more.)

Website: <http://www.franklincountyoh.metacama.com/altIndex.jsp>

## **Franklin County Municipal Court** (rent escrow window, mediation)

375 S. High Street

Columbus, OH 43215

Phone: 645-7420

Website: [www.fcmcclerk.com](http://www.fcmcclerk.com)

### **Clerk of Courts**

4<sup>th</sup> Floor

Hours: M-F 8:00am-5:00pm

Phone: 614-645-8006

### **Rent Escrow Program**

3<sup>rd</sup> Floor

Hours: M-F 8:00am-4:00pm

Phone: 614-645-7420

## **Legal Assistance**



### **The Legal Aid Society of Columbus**

1108 City Park Ave.

Columbus, OH 43206

1-888-246-4420

## **Conflict Resolution**



### **Community Mediation Services of Central Ohio**

67 Jefferson Ave.

Columbus, OH 43215

614-228-7191