

In Ohio, landlord-tenant relations are governed by the Ohio Landlord Tenant law (Ohio Revised Code 5321) and by the Eviction statute (ORC 1923) Most libraries have this information, or you can find the laws on the Internet at

<http://codes.ohio.gov/orc/5321>

<http://codes.ohio.gov/orc/1923>

In Ohio, a Landlord has a duty to:

1. Put and keep the premises in a fit and habitable condition;
2. Keep the common areas safe and sanitary;
3. Comply with building, housing, health and safety codes;
4. Keep all electrical, plumbing, heating and ventilation systems and fixtures in good working order;
5. Maintain all appliances and equipment supplied or required to be supplied by him/her;
6. Provide running water, reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up;
7. Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential units in the same building;
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit and enter only at reasonable times and in a reasonable manner;
9. Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

In Ohio, a Tenant has a duty to:

1. Keep the premises safe & sanitary;
2. Dispose of rubbish properly;
3. Keep the plumbing fixtures as clean as their condition permits;
4. Use electrical and plumbing fixtures properly;
5. Comply with housing, health and safety codes that apply to tenants;
6. Refrain from damaging the premises & keep guests from damaging;
7. Maintain the appliances supplied by the landlord in good working order;
8. Refrain from disturbing any neighbors and require guests to do the same.
9. Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given.
10. Comply with state or municipal drug Laws in connection with the premises and require household members and guests to do likewise.

Getting Repairs

If a landlord does not comply with the duties in the Ohio Landlord Tenant Law, or in the local housing codes, or in the rental agreement, then a tenant may give the landlord a notice to correct the condition.

This notice must be in writing and delivered to the person or at the place where the tenant normally pays rent. Tenant should keep a copy of this notice.

If the landlord does not correct the condition in the written notice within a reasonable time, *not to exceed 30 days*, then the tenant may:

- deposit his/her rent with the Court
- apply to the Court for an order to compel the repairs, or
- terminate the rental agreement.

Rent Deposit (Escrow)

Requirements

A tenant must be current in her/his rent before depositing rent with the Clerk of Courts. The tenant may not deposit rent in "bad faith", or for a condition which the tenant caused. *A tenant may not just "hold on" to the rent.*

Rent deposits (escrow) must be made on or before the normal rent due date. *Check with the local Clerk of Courts to find out exact procedures.*

If a tenant received a written notice from the landlord at the beginning of the tenancy which states that the landlord owns three or fewer units, then the tenant may not take legal action under the Ohio Landlord Tenant Law.

If the landlord fails to disclose her/his name and address and the name and address or his/her agents, then the landlord gives up the right to a notice before the tenant takes legal action.

Rent Increases, Charges, & Deposits

Under a month-to-month rental agreement, the landlord must give a full 30 days notice before increasing rent. In the case of a written lease, the landlord may not increase rent during the term of the lease. *There is no rent control in Ohio.*

Late charges may be included in a rental agreement, but they may not be "unconscionable" (unfair).

A deposit to "hold the unit", an application fee, or a credit check fee are not governed by any state law. Before giving money, get a written statement of the charge and the conditions for a refund.

DON'T ASSUME ANYTHING and never give money without getting a receipt Check with your attorney!!

Retaliation Prohibited!

The Ohio Landlord Tenant Law forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, evicting or threatening to evict the tenant because the tenant has:

- Complained to a public official, or
- Complained to the landlord, or
- Joined with other tenants to bargain collectively over the terms and conditions of the rental agreement.

A landlord who engages in retaliation may be held liable for any actual damages to the tenant and for reasonable attorney's fees.

Self-help Eviction Prohibited!

Whether or not a tenant's right to occupy a residential unit has ended, a landlord may not:

- Shut off utilities, or
- Change the locks to force the tenant from the unit, or
- Seize the tenant's possessions to recover unpaid rent.

Landlords who violate this section of the Law may be held liable for actual damages and attorney fees.

Fair Housing Practices

Landlords may not discriminate against tenants on the basis of race, religion, color, national origin, gender, familial status (having children under 18), or disability. In Ohio, ancestry and military status are also protected classes. Check your local phone directory for the fair housing agency in your area or call Ohio Civil Rights Commission at: 888-278-7101.

COHHIO says thanks to the Cleveland Tenants Organization for permitting COHHIO to adapt the information in this brochure. Check out CTO at: <http://www.clevelandtenants.org>

Terminating a Rental Agreement

Either a landlord or a tenant may terminate a month-to-month agreement by giving a full 30 days notice to the other party. The 30 days begins on the next rent due date and runs with the rent period.

A written rental agreement (lease) normally describes how to terminate or renew. If termination or renewal is not stated, then the agreement ends on the date in the agreement, without a presumption of renewal.

A landlord may give a tenant a written notice that the tenant has violated a provision of the Ohio Landlord-Tenant Law that materially affects health and safety and advising the tenant that the rental agreement will end in 30 days. If the tenant corrects the problem, then the rental agreement will not be terminated.

A tenant may give a landlord a written notice to comply with a duty imposed by the Ohio Landlord-Tenant Law that materially affects health and safety and requesting correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.

If a tenant "breaks" a lease by moving before the lease is up, or if a lease has terminated because the tenant is in violation of the Law, the tenant may be held liable under the agreement until the unit is re-rented.

Disclosures at the Point of Renting

At the beginning of the tenancy, landlords must disclose in writing their name and address and the name and address of their agents, along with a statement of any known lead hazards in/on the premises, if built before 1978.

Right of Access

A landlord may enter a tenant's unit only after giving a 24 hour notice, except in an emergency.

Landlords may not enter at an unreasonable time or in an unreasonable manner. Landlords may not make repeated requests for entry that have the effect of harassment.

A tenant must not unreasonably restrict the landlord's right of access. Tenants may seek an injunction when a landlord abuses the right of access.

See your attorney!

Eviction

A landlord may bring an eviction action in court when the tenant has:

- failed to pay rent on time
- stayed in the unit after the termination or expiration of the rental agreement.

To bring an eviction action, the landlord must serve a 3 day "notice to vacate" in person, by mail, or at the premises. If the tenant does not move within the 3 day period, then the landlord must file an eviction action at the court in the city where the property is located. The Court will schedule a hearing and send a summons to the tenant.

If an eviction is ordered as a result of the evidence presented at the hearing, the landlord will arrange with the Court to have the tenant's belongings removed from the unit if the tenant does not move.

Local procedures may vary, check with an attorney or your municipal court

Note: None of the information in this brochure is legal advice. For legal advice, contact an attorney.

Eviction: Second Cause of Action

An eviction summons may include a "second cause of action" to recover money damages. The tenant may answer the claim for money damages within 28 days of receiving the complaint.

If a tenant fails to answer the complaint, the Court may issue a default judgment in the landlord's favor without holding a hearing. A default judgment will stop the tenant from later objecting to a landlord's claim. *See your attorney if you want to dispute a second cause claim.*

Security Deposits

In Ohio, a landlord may collect a security deposit to cover the costs of unpaid rents or charges and costs of damages to the property caused by the tenant if the damages are in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within 30 days after the tenant gives up occupancy and terminates the rental agreement. *The tenant must provide with a written forwarding address.*

If the landlord makes a deduction from the security deposit, the landlord must provide a written itemized account of the money that is being withheld.

If the landlord has not returned the deposit after 30 days, or if there is no itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for *double* the amount that the tenant believes was wrongfully withheld.

If the total security deposit is greater than one month's rent, the landlord owes 5% interest on the amount in excess of one month's rent, paid annually.

Know Your Tenants Rights!



For more information about rental rights in Ohio contact:

COHHIO

Coalition on Homelessness
and Housing in Ohio

Call Toll Free:

888-485-7999

(leave a message- we'll call you back!)

Website:

www.cohhio.org