

Tenants Have Rights as Renters: Know Your Rights and Responsibilities



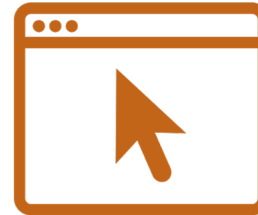
Joe Maskovyak, *Affordable and Fair Housing Coordinator*
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This webinar is
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Webinar Information



Overview

Training will provide a general overview of:

- Ohio's Landlord Tenant Law (Ohio Revised Code or ORC 5321)
- Review of ORC 1923 – Eviction Law

Overview

Training is NOT intended to cover:

- Housing Affordability & Availability Issues
- Fair Housing Act
- Violence Against Women Act (VAWA)
- Affordable/subsidized housing programs
- Tenant Organizing
- Bed Bugs

Part 1: Introduction to Terms, Definitions, & Duties

Agenda Details

Part 1: Introduction to Terms and Duties

- General Applicability of ORC 5321
- Basic Tenant, Landlord, Residential Premises definitions
- Rental Agreement definition and requirements
- Selected Duties and Rights of Landlords and Tenants

Important Principles

- Landlord-Tenant Relationship is a business relationship



- Legal Advice can only be given by an attorney

Tenant

- A person entitled under a **rental agreement** to the use and occupancy of residential premises to the **exclusion of others, including landlords**
- Some circumstances can be tricky:
 - Guest, visitor (v. unauthorized tenant)
 - Living at premises, but not on the lease
 - Unclear rental agreement (ambiguity/conflicting terms)(problems for both landlord & tenant)

A lease/rental agreement is a binding legal contract. Both landlords and tenants are bound by the terms of the agreement.



Landlord

- The owner, lessor, or sublessor of residential premises, OR
- The agent of the owner... or any person authorized by the owner... to manage the premises or to receive rent from a tenant under a rental agreement



Residential Premises

- A dwelling unit for residential use and occupancy and the structure
 - Does **not** include: prisons, jails, hospitals, tourist homes, hotels, motels, boarding schools, most shelters (homeless, domestic violence, juvenile, generally <60 days)
 - Mobile Homes are covered by ORC 4781
 - May include “transitional housing”



Rental Agreement

- “Rental Agreement” means any agreement or lease, **written or oral**, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one of the parties
- **Put agreement in writing to avoid disagreements over what was said/included in the rental agreement**



Types of Rental Agreements

- **Month-to-Month**

- Benefits: flexibility
- Detriments: Possible multiple turnovers
- No guarantee of long-term income stream
- May also be weekly, bi-weekly, etc.



- **Lease for a term**

- Guarantee of premises for specific term (1 yr. typically)
- Benefits: lock-in income stream, stability
- Detriment: need good cause to evict within the 1-year term

- **Subsidized programs: HUD, USDA, LIHTC, etc.**

- “Good Cause” for termination
- Income-based or ceiling rent, restrictions on rent increases

Prohibited in Rental Agreements



- **Prohibited Terms – ORC 5321.13**

- Confess Judgment
 - Tenant gives up the right to a defense against a claim
- Tenant required to pay landlord's attorney's fees no matter the outcome of a legal dispute
- **Shifting landlord duties to the tenant**
- Have tenant indemnify landlord from liability

- **Prohibited Actions—ORC 5321.15**

- No self-help evictions (lockouts) or utility shut-offs

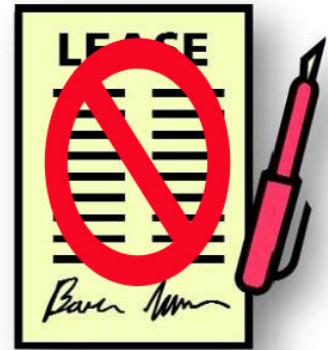
Rental Agreement term that is "bad" ORC 5321.14

- **Unconscionable (unfair, illegal) terms**

- A court may rule to cancel a rental agreement

-OR-

- A court may choose to cancel only the unconscionable clause
- There is no definition of "unconscionable"
- Often used to attack unreasonable late fees (but reasonable late fees are OK)



Signing Lease with Roommates



- Be careful in selecting—you may become responsible for your roommate's actions
- Sign a separate Lease or Agreement that applies to you and to your rent and damages obligations, if possible
- If lease does not specify what happens if roommate moves before the end of lease, you may have to pay all the rent— “joint and several liability”

Roommates Continued....

- If Lease does not specify who pays for any damage, you may have to pay it
- Get in writing all agreements between you and a roommate. Verbal agreements may be difficult or impossible to prove
- Specify who gets the return of the security deposit (or how much) when the lease ends



Before You Move In....



- Do an inspection with the Landlord
 - **Have a reliable witness with you**
 - **Inspect the unit you will actually live in, not one that is similar**
- If repairs not completed before you sign lease, Landlord might not complete them
- Try to list all uncompleted repairs in lease before it is signed
- Deposit — do you get it back if you decide not to rent unit?

Duties of Landlords & Tenants

- Landlord Duties (5321.04)

- Put and keep premises in a fit and habitable condition
- Keep all electrical, plumbing, heating, and ventilation systems in good working order
- Maintain all appliances and equipment supplied or required to be supplied by him/her (**no duty to supply appliances**)



- Tenant Duties (5321.05)

- Keep the premises safe & sanitary
- Use electrical and plumbing fixtures properly
- Keep the plumbing fixtures as clean as their condition permits
- Maintain the appliances supplied by the landlord in good working order

Duties of Landlords & Tenants

- **Landlord Duties**
(5321.04)

- Provide garbage cans and arrange for trash removal (if the landlord owns four or more residential units in the same building)
- Comply with building, housing, health and safety codes
- 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



- **Tenant Duties (5321.05)**

- Dispose of rubbish properly
- Comply with housing, health, and safety codes that apply to tenants
- Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given

COVID-19

- Many landlords
 - have suspended all repairs, OR
 - are only providing emergency repairs
- Code Enforcement has been less active
 - only responding to emergencies



But...

No definition of “emergency” in state law

Duties of Landlords & Tenants

Landlord Duties

- Evict the tenant when the landlord has “actual knowledge” 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

Tenant Duties

- Comply with state or municipal drug Laws in connection with the premises and require household members and guests to do likewise



Duties of Landlord

- Supply 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



COVID 19

Are water, hot water, heat, and a/c emergency issues?



Duties of Landlord

- Refrain from damaging the premises and keep guests from damaging
- Refrain from disturbing any neighbors and require guests to do the same




COVID 19

- Can landlords limit the number of guests or bar guests?



What Landlords *CANNOT* do

1. No Self-help—Must evict Tenant using the court system
 2. No Utility shutoffs or Lockouts
 3. No repeated entry to harass Tenant
 4. May Not remove Tenant's property without court action
 5. May Not evict Tenant who reports Landlord to health or building department (can file eviction if Tenant behind in rent)
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Retaliation vs. Discrimination

- These terms are often conflated, but have different legal meanings
- **Retaliation**: 3 ways in Ohio's statute for a landlord to commit retaliation:
 - (1) Landlord increases rent, (2) decreases services, or (3) threatens to bring/actually brings eviction action for these specific reasons:
 1. Tenant complained to government agency about code violation
 2. Tenant complained to landlord that landlord violated their legal duties
 3. Tenant organized with other tenants to negotiate/deal with landlord about lease terms

Retaliation vs. Discrimination

- **Discrimination**: Fair Housing Act issue
 - FHA prohibits discrimination in the rental (including services), sale, advertising, design, insuring, and financing of dwellings, and in other housing-related transactions, based on membership in protected classes
 - Protected classes:
 - **race, skin color, familial status, religion, sex/gender, national origin, disability; Ohio state law adds ancestry & military status to list**



Part 1 Summary

- Definitions: rental agreement, landlord, tenant, residential premises
- Types of Rental Agreements & Requirements
- Identify and distinguish duties of landlord and tenant

Resources

- **Rental Rights Questions: COHHIO**
 - rentinfo@cohhio.org
 - 888-485-7999 (tenant information line)
 - Information available for individuals and organizations
- **Eviction Court Mediation (where available)**
- **Local Code Enforcement**
- **County Health Department**
- **Legal Aid**

How to Stay in Touch

Joe Maskovyak, COHHIO

joemaskovyak@cohhio.org

Direct: 614-280-1984 x133

Toll Free: 888-485-7999 (Housing Information Line)
or Email: rentinfo@cohhio.org

Thank you!

Questions

