

# Ohio Landlord-Tenant Law



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***Coalition on Homelessness and Housing in Ohio***  
**July 27, 2022**

# **Part 2:**

# **Understanding Common Issues**

# Agenda Details

## **Part 2: Understanding Common Issues**

- Entry and Right of Access
- Repairs and Remedies
- Fees and Deposits
- Termination and Eviction
- Preventing and Addressing Problems

# Entry & Access

## Landlord

### 5321.04

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

**Entry permitted for: repairs, inspections, to show the unit, etc.**

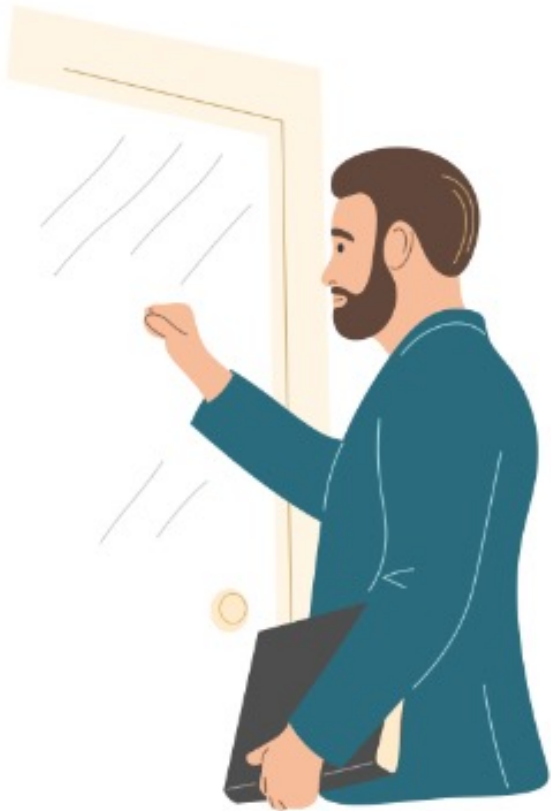
## Tenant

### 5321.05

Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given



# What is “reasonable” entry?



- **“Reasonable” is not defined in ORC 5321**
- **General Principles**
  - 24 hours notice is presumed reasonable by statute
  - Knock before entering
  - Announce presence before opening door/crossing the threshold
  - Timing can be negotiated
  - Purpose and time of day must also be reasonable

# Repairs & Remedies: 5321.07

If a tenant reasonably believes that a landlord has failed to fulfill an obligation under the law or lease:

1. Give **written notice** (emails & texts MAY count) to the landlord (person or place where rent is normally paid). **Advice we give tenants: date, sign, & keep a copy of the written notice for their own records**
2. After LL receives notice, wait a reasonable time, considering the severity of the condition and time necessary to remedy it, ***but not more than 30 days***

# If Landlord Does Not Remedy

- **Tenant may take legal action**
  - Escrow with local Clerk of Courts (pay rent to court at time rent is due)
  - Apply to the court for an order to compel the repairs (find an attorney)
  - Terminate the rental agreement
- **Exceptions:** If landlord gives written notices that s/he owns 3 or fewer units, a tenant may not take legal action; also N/A to student housing



# General Escrow Requirements

- **Tenant must be current in rent**
- Tenant must deposit the **full amount of rent** with local Clerk of Courts **at time rent is due**
  - Local court may have specific procedures or requirements
- Tenant can't deposit in "bad faith"
- If LL (Owner AND Agent) doesn't disclose his/her name and address to the tenant, then they give up the right to a notice before the tenant takes legal action

# Rent Amount, Fees and Deposits

- **ORC 5321 DOES NOT cover:**
  - Rent Increases
  - Late fees specifically (no defined limit)
  - Application Fees
  - Deposit to “hold” the unit (NOT a security deposit)
- **ORC 5321 ONLY covers:**
  - Security Deposits (no limit on amount)
  - Late fees cannot be “unconscionable”

# Security Deposits: 5321.16

- **NO LIMIT on amount**
  - If amount is more than one month's rent, 5% annual interest on surplus
- **LL's have 30 days to return deposit after tenant leaves**
  - Tenant must give written notice of forwarding address
  - LL must itemize deductions and charges (*but no penalty if LL fails to do this*)
  - Tenant can sue for double amount believed to be **wrongfully withheld** if deposit not returned



# Security Deposits Continued

- Tenant must leave unit in **same condition as at time of move-in**, except for 'normal wear and tear' (also not defined)
- NOT responsible for:
  - Normal wear and tear
  - Painting
  - Carpet cleaning
- Responsible for:
  - Damage or cleaning beyond normal wear and tear
  - Unpaid rent
  - Unpaid late fees
  - Unpaid maintenance charges
  - Unpaid utilities

# Tenant Failure to Maintain Property: ORC 5321.11

- Notice to Cure served on a tenant, by the landlord, after tenant has violated a term/condition of the lease.
- Tenant's breach of 5321.05 (tenant duties) must "materially [affect] health and safety"
- LL must give T 30 days to cure
- If Tenant cures before the end of the 30 days, LL has no grounds to pursue in court
- Anomaly in the law
- This is probably not happening very often because many landlords are not entering units

# Termination vs. Eviction

## Termination ORC 5321.17

- 30-day notice for month-to-month
  - Runs with rent cycle
  - No reason required



## Eviction ORC Chapter 1923

- When a landlord can bring an eviction action:
  - If tenant failed to pay rent on time
  - If tenant stayed in the unit after the termination or expiration of rental agreement (holdover)
  - If tenant breaches lease or law

# Notice Tenant/Landlord Must Give at End of Lease

- Lease may include provision for automatic renewal unless and until the landlord or tenant provides the other party with certain notice.
- If lease with a fixed term doesn't include a default provision or renewal provision, a court may find that the lease automatically terminates, without any notice required or find that a 30 day notice is required by law.

# Eviction Process

- 1. Termination event**
- 2. Notice to leave premises**
- 3. Complaint**
- 4. Hearing**

# Eviction Notice 1923.04

- **Serve Notice to Vacate (3 Day Notice)**
- Magic language: "You are being asked to leave the premises. If you do not leave an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance."
  - Must wait 3 days to file
  - Magic language must be "conspicuous"
  - Counting: Include Saturdays, Sundays, Holidays???



# Sample 3 Day notice

NOTICE TO LEAVE PREMISES, NO. 1 A  
(RC § 1923.04(A) Eff. 9-22-90)

REVISED 11/02



Registered in U.S. Patent and Trademark Office  
Anderson Publishing Co. Cincinnati, Ohio 45202

## NOTICE TO LEAVE THE PREMISES

(For Residential Property Only)

To: [Redacted] Tenant:

You will please notice that: We want you on or before Sept 1<sup>st</sup> 2015  
to leave the premises you now occupy, and which you have rented of Margaret Masley & Rebecca Lalla  
situated and described as follows: (Landlord)

1088 Lockbourne Rd

In Columbus County of Franklin and State of Ohio  
Grounds: behind in rent and utilities

YOU ARE BEING ASKED TO LEAVE THE PREMISES  
IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY  
BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT  
REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS  
AS A TENANT, IT IS RECOMMENDED THAT YOU  
SEEK LEGAL ASSISTANCE.

Sept 8<sup>th</sup> 2015

Margaret Masley & Rebecca Lalla  
Landlord's Address 1935 E Dublin Granville Rd  
PMB 299 Columbus OH 43229  
614-537-7331



# 10 Day Notices

- HUD subsidized housing must get a 10-day pre-eviction notice
- Landlord's termination notice must advise tenant s/he has 10 days to discuss the proposed termination/eviction with landlord.
  - If meeting requested, must provide meeting where issues are discussed and attempt to resolve situation
  - Can't just meet and refuse to talk
- Must notify tenant of right to request reasonable accommodation for meeting
- Must give tenant information about alleged lease violation that is specific enough for tenant to know exactly what landlord says tenant is doing wrong

# Sample 10 Day Notice

## 10 DAY NOTICE TO LEAVE THE PREMISES

To: [REDACTED] and all other occupants:

You are hereby notified that we want you on or before 11:59 PM on February 28, 2019 to leave the premises you now occupy and which you have rented from us, situated and describe as follows:

266 E. Main Street, Apt. [REDACTED]  
Columbus, OH 43215

together with the lot of land which said unit is situated.

Grounds: **MATERIAL NON-COMPLIANCE OF LEASE AND OHIO LAW**, to wit:

On or 2/18/2019, we received the first of many complaints from a neighboring unit, who complained [REDACTED]

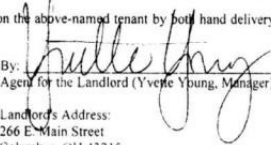
[REDACTED] Your failure to keep the premises in a health, safe and sanitary condition has not only damaged our property but has disturbed the peaceful, quiet and enjoyment of the premises.

YOU ARE HEREBY ADVISED THAT YOU HAVE TEN (10) DAYS WITHIN WHICH TO DISCUSS THIS PROPOSED TERMINATION WITH THE LANDLORD. THE TEN (10) DAY PERIOD WILL BEGIN ON THE EARLIER OF THE DATE THIS NOTICE IS HAND-DELIVERED TO YOUR UNIT OR THE DAY AFTER THIS NOTICE WAS MAILED. IF YOU REQUEST SUCH A MEETING, THE LANDLORD AGREES TO DISCUSS THE TERMINATION WITH YOU AND WILL PROMPTLY ADVISE YOU IN WRITING OF ITS DECISION. THE MEETING CAN BE ARRANGED BY CONTACTING THE LANDLORD AT THE ABOVE PROVIDED ADDRESS. IF YOU OR ANY OTHER HOUSEHOLD MEMBER LISTED ON THE LEASE AGREEMENT HAVE A DISABILITY, YOU HAVE THE RIGHT TO REQUEST A REASONABLE ACCOMMODATION TO PARTICIPATE IN THIS MEETING. IF YOU REMAIN IN THE LEASED UNIT ON THE DATE SPECIFIED FOR TERMINATION LISTED ABOVE, THE LANDLORD MAY SEEK TO ENFORCE THE TERMINATION ONLY BY BRINGING A JUDICIAL ACTION, AT WHICH TIME YOU MAY PRESENT A DEFENSE.

Your compliance with this notice on or before the TENTH day from the date listed below will prevent any legal measure being taken by us to obtain possession.

**YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE. YOU ARE ALSO ADVISED THAT YOU HAVE THE RIGHT TO DEFEND THIS ACTION IN COURT.**

On the 18th day of February, 2019, I served the above notice on the above-named tenant by both hand delivery and ordinary U.S. Mail.

By:   
Agent for the Landlord (Yvette Young, Manager)

Landlord's Address:  
266 E. Main Street  
Columbus, OH 43215



# General Eviction Procedures

- Landlord or attorney files an eviction action at the local court where property is located
- The local Court will schedule a hearing and send a summons to the tenant
  - **First Cause** – Right to the Possession of the Property
  - **Second Cause** – Recovery of Damages
  - Often NOT done at same time
  - First Cause is an “expedited proceeding”
- If landlord gets favorable decision, tenant must move out
  - Landlord can arrange to have tenant’s belongings removed by executing (set out) on the writ of restitution



# Local Practice

- Evictions heard daily in larger urban courts
- Heard by Magistrates
- If tenant loses, a 5-Day Writ/'Red Tag' (Franklin Cty.; time period given varies by cty.) issues unless there's evidence of criminal activity or destruction of property, in which case even less time is given to vacate



# Possible Eviction Defenses

**\*\*Treat this info as general information, and a cue to contact an attorney**

- Landlord gave the tenant a 3 Day Notice after filing an eviction action in court or did not wait 3 days
- The Notice didn't include language required by law
- 3 Day Notice served during "grace period"
- Landlord accepted "current" rent after giving 3 Day Notice
- Landlord routinely accepted late rent (pattern & practice)
- Tenant offered rent in full on time, but landlord refused
- Landlord (agent) is not the owner, and attorney didn't file for eviction

# Myths

Reasons why you cannot be evicted:

- pregnant/small children
- hospital
- no 30-day notice
- only behind one month (one day is enough)
- Christmas season

\* NONE OF THESE ARE TRUE



# Self-Help Eviction: ORC 5312.15

- Any action of landlord outside of court approval to remove tenant, or:
  - Shut off utilities
  - Change the locks
  - Seize the tenant's possessions



**Consequences:** Landlords who violate the prohibition on self help evictions and utility shut-offs are liable for damages and attorney fees and may be subject to injunctive relief

# Preventing and Addressing Problems

It is always better for tenants to attempt to address problems before moving in and/or signing a lease.

**SHUT IT DOWN**



**DEALBREAKER**

# Landlord Tenant Relationship

- **Treat as a business relationship**
  - Landlord is responsible for providing housing in exchange for rent money



**Tip: Avoid rental agreements  
with friends and family**

# PRIOR TO MOVE-IN OR SIGNING THE LEASE



- Tenants should always view the unit they will be renting, not one like it
- LLs should be specific about when keys will be delivered & when the unit will be ready for occupancy (v. moving in things to store there until move-in)
- Specify what the remedy will be if the landlord fails to deliver the unit by the date specified
- ALWAYS incorporate any repairs/refurbishments/updates into the actual lease agreement

# Preventing Common Problems

## **Document the following information:**

- Landlord's (agent and owner) Name, Address, & Phone Number(s)
- Rent Amount \$\_\_\_\_\_ and Due Date\_\_\_\_\_
- Late fee of \$\_\_\_\_\_ after \_\_\_\_\_
- Lease Date from \_\_\_\_\_ to \_\_\_\_\_
- Security Deposit: \$\_\_\_\_\_
- Utilities paid by Tenant:\_\_\_\_\_Landlord: \_\_\_\_\_

# Preventing Common Problems

- Communicate important information with LL in writing
- Get receipts, if possible, for all rent paid (checks/online bank payments are better for documentation than money orders)
- Keep all correspondence with LL for records
- Don't wait to address problems



# Dealing with Existing Problems

- **We encourage tenants to communicate in writing to their landlords and document conditions and problems**
  - Writing typically means on paper
    - Email/text may be acceptable (keep electronic file; NOT ALL COURTS ACCEPT TEXT MESSAGES FOR ESCROW NOTICE)
  - Pictures
  - Video
  - Keep records/logs



# Part 2 Summary

- **Common Issues:**

- Entry and Access
- Repairs and Remedy
- Security Deposits and Fees
- Termination and Eviction
- Eviction procedure and rights
- Preventing common problems



# Resources

- **Rental Rights Questions: COHHIO**
  - [rentinfo@cohhio.org](mailto:rentinfo@cohhio.org)
  - 888-485-7999 (Housing Information Line)
    - Information available for individuals and organizations
- **Legal Aid Society of Columbus**
  - Intake Line: 614-241-2001
- **Legal Aid Society of Cleveland**
  - Intake Line: 216-687-1900 or 888-817-3777
- **Legal Aid Society of Greater Cincinnati**
  - Intake Line: 513-241-9400 or 1-800-582-2682

# Resources

- **Legal Aid of Western Ohio**
  - Intake Line: 1-877-894-4599
- **Southeastern Ohio Legal Services**
  - Intake Line: 800-589-5888
- **Community Legal Aid**
  - Intake Line: 800-998-9454

# How to Stay in Touch

**Joe Maskovyak, COHHIO**

[joemaskovyak@cohhio.org](mailto:joemaskovyak@cohhio.org)

Direct: 614-280-1984 x133

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

*Thank you!*