

Ohio Landlord-Tenant Law



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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
- Landlord and tenant rights and responsibilities
- Common issues encountered
- An overview of new Columbus ordinances impacting tenant rights

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
- COVID-19 Issues

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



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)
 - Laundry list of exclusions in ORC 5321.01(C)(1)-(10)
 - Mobile Homes are covered by ORC 4781
 - Land contracts and condos also covered elsewhere
 - 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, not protected from rent increases
- No guarantee of long-term income stream (landlords) or ability to stay (tenants)
- 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 (landlords); no rent increases during term (tenants)
- Detriment: need good cause to evict within the 1-year term (landlords); locked in for a set term and no flexibility (tenants)

- **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)



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

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




Duties of Tenant

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



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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Columbus New Ordinances

- **Ordinance 0495-2021** requires landlords to allow *and* notify tenants of their option to pay their security deposit in 3- or 6-month installments rather than up-front at once.
- **Ordinance 0496-2021** requires landlords to provide a written receipt of a tenant's security deposit and all rental payments.
- **Ordinance 0494-202** prohibits housing discrimination based on source of income (e.g., Housing Choice Voucher, Section 8).

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



Discrimination as a Defense

- Discrimination can be a defense in an eviction case.
- Burden of proof is on the tenant.
- One needs more than “I believe” or “I think.”



Audience Questions

Q: Sealing the eviction record?

A: Columbus and Cleveland; Yes. Rest of the state????? No documentation of success rates.

Q: Does LL Tenant Law apply to PSH?

A: Yes.

Audience Questions

Q: How long must a tenant pay rent past an eviction judgment?

A: That's the wrong question.

Q: Who's responsible for cutting the grass when there are four or less units?

A: It depends.



Audience Questions

Q: Bed bugs – who's responsible?

A: Treatment v. Payment

Q: Can landlords add fees not in the lease?

A: No.



Audience Questions

Q: How do I make the landlord answer the phone?

A: You can't.

Q: What notice does a tenant get when the landlord is selling the property?

A: None.



Audience Questions

Q: How does escrow work when a HUD tenancy is involved?

A: No difference.

Q: What limits are there on rent increases?

A: None.

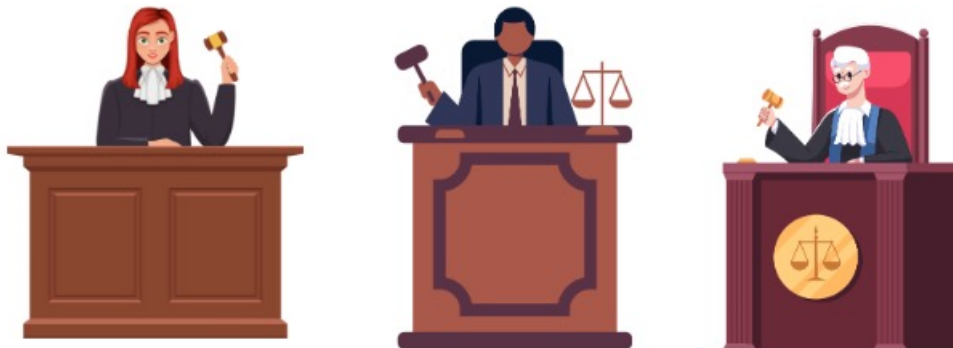
Audience Questions

Q: Are there any specifics regarding a tenant's duty to maintain the unit?

A: No, see local housing code.

Q: Do tenants' rights vary by the judge?

A: Yes, see *Roe v. Wade* (judges are human too).



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 (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

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Direct: 614-280-1984 x133

Toll Free: 888-485-7999 (Housing Information Line)
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Thank you!