Tenant-Landlord Facts



Dear Citizens.

The Ohio Tenant-Landlord Bill, effective November 4, 1974, applies to most landlord-tenant relations and governs most rental agreements whether oral or written.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

The Ohio Tenant-Landlord law does not apply to condominiums, prisons, jails, workhouses, halfway houses, hospitals, resident homes, agricultural labor camps, tourist homes, hotels, motels, some boarding schools, dormitories, or courts. Ohio does have a law (Chapter 3733, Ohio Revised Code) which outlines responsibilities and rights of Trailer Park operators and tenants. This pamphlet is designed to help you understand your responsibilities and rights under this law. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

Fair Housing Consortia

Landlord's Responsibilities

The landlord must: (Sec. 5321.04(A), Ohio Revised Code)

1. Comply with the requirements of any building, housing, health or safety codes which materially effect health and safety.

2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.

3. Keep the common areas of the premises (including walks, etc.) safe and sanitary.

4. Provide trash and waster receptacles, if there are four or more apartments in the building and arrange for their removal.

5. upply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.

6. Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in case of an emergency.

7. Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of tenancy. If written lease, the owner's name and address must be in the lease.

8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.

9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

Tenant's Responsibilities

The tenant must: (Sec. 5321.05(A),Ohio Revised Code)

1. Keep that part of the premises that he occupies and uses safe and sanitary.
2. Dispose of trash and garbage in a clean, safe and sanitary manner.
3. Use and operate all electrical and plumbing fixtures properly.
4. Comply with the requirements imposed on tenants by the applicable housing, health and safety codes.
5. Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice.
6. Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
7. Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
8. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement.

If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violation together with reasonable attorneys fees, termination of the rental agreement, or other necessary actions.

Note: the tenant must be current in rent for legal remedies to apply.

Rental Terms

Leases:

Leases are important; without it tenancy can be terminated or the rent raised by:

• a seven day notice if renting by the week,
• a thirty day notice if renting by the month.

Rights are protected even if there is no formal, written lease. The Ohio Law is still in effect. (Sec. 5321.17, Ohio Revised Code).

Remember:

• Read the lease
• Know what it says
• If in doubt, call an attorney.

Leases are protection for both the tenant and the landlord.

Deposits

At the end of the lease or rental agreement, the landlord must return the deposit within thirty days after the tenant moves. Before the tenant moves, he/she must leave a forwarding address in writing with the landlord.

Any past due rent or damages the tenant caused may be withheld from the deposit.

The landlord must itemize each deduction in a written notice sent to the tenant.

If the landlord requires a security deposit in excess of one month's rent and also in excess of $50.00, the landlord must pay 5% interest annually on the excess. Example: If the rent is $150.00 and the security deposit is $200.00 the landlord must pay 5% interest per annum on the $50.00 difference between actual rent and security deposit. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months. (Sec. 5321.16, Ohio Revised Code).

Legal Rent Withholding for Repairs

(Sec. 5321.07-5321.10, Ohio Revised Code)

If the tenant reasonably believes that the landlord has not fulfilled his duties, or that the premises have code violations affecting the health and safety of occupants, the tenant may take the following action:

1. Notify the landlord about conditions and request that they be corrected. The written notice (or letter) must be sent to the person or place where the tenant usually pays rent, if the landlord has given the required notice of his name and address. Send the notice by certified letter, return receipt requested. Keep a copy of the letter.

2. If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending on the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may:

    a. Deposit all rent with the Clerk of the Municipal Court. Tenant does not need an attorney, and there is no filing fee.

    b. File a law suit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use withheld rent to make repairs.)

    c. Terminate the lease or rental agreement.

It is important to note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of the fact at the time they make their rental agreement.

Landlord's Response to Rent Withholding

(Sec. 5321.09, Ohio Revised Code)

Any landlord who receives a notice that a tenant's rent has been deposited with the Clerk of Courts may request the Clerk of Courts to release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied. The Clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

The landlord may apply to the Court to release the rent on the grounds that:

1. The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts.

2. He did not violate any of the responsibilities imposed upon him by rental agreement, or by any of the building, housing, health or safety codes, or that the condition the tenant describes in the notice has been remedied or repaired.

If the Court finds that the landlord did not violate any responsibilities imposed upon him, or that the condition the tenant complained about has been repaired or remedied, or that the tenant did not give notice correctly, or that the tenant was delinquent in his or her rent at the time the rent was deposited with the Clerk of Courts, the Court will order the release of the rent to the landlord.

Lockouts & Utility Shutoff

The landlord may not move a tenant's furniture from his apartment, lock him out, or threaten any unlawful act including utility shutoff to get him to move. If this happens, the tenant may recover all his damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order. (Sec. 5321.15, Ohio Revised Code).

EVICTION

(Sec. 1923, Ohio Revised Code)

A landlord may evict a tenant if

- the tenant is delinquent in rental payments
- the tenant caused severe damages
- required repairs are so large that the tenant must move out
- the rental agreement has expired

Eviction Process:

- Step 1 A landlord or owner wishing to evict a tenant must notify the tenant to leave the premises three days or more before beginning any court action. The landlord must hand a written Copy of the notice to the tenant in person, or leave the notice at the tenant's residence. The tenant must be advised that he/she may need legal assistance. Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: "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."
- Step II If the tenant does not vacate the premises then the landlord must file a complaint at Municipal Court called a "Forcible Entry and Detainer Notice".
- Step III The tenant receives a court summons at least five(5) days before the hearing. Both parties may need an attorney.
- Step IV The court hearing is held and a judge decides the case.

HELP

This brochure is not intended to be used as legal advice. If you are in doubt regarding your legal rights, it is recommended that you seek legal assistance.

If you have questions about this information or if you need housing assistance, you are invited to call:

Fair Housing Administration

200 Main St.- Peoples Annex

Coshocton, OH 43812

(740) 622-0589 or 1-800-581-FAIR (3247)

Fair Housing is more than just an idea. It's the law!

It is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap, or familial status.

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

Blockbusting is also illegal

An aggrieved person may file a complaint of a housing discrimination act with the:

Fair Housing Administration

622-0589 or 1-800-581-FAIR (3247)

or call

U.S. Department of HUD

1-800-669-9777(toll free voice number) or 1-800-927-9275 (toll free TDD number)



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