Rental Terms

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

A seven day notice if renting by the week or 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. (Section 5321.17, Ohio Revised Code).

Leases are however wise, for both the protection of the tenant and the landlord.

Remember: Read the lease, know what it says, and when in doubt, call an attorney.

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 has 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 months' 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. (Section 5321.16, Ohio Revised Code).

Legal Rent Withholding

(Section 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 the occupants, the tenant may take the following action:

 Notify the landlord about conditions and request that they be corrected. This must be a written notice/letter and 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/letter by Certified Mail, Return Receipt requested.
Keep a copy of the notice/letter.

- If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending upon the urgency of the situation) and if the tenant is not delinquent in rent payments the tenant may:
 - a. Contact Municipal Court and make arrangements to deposit all rent with the Clerk. The tenant does not need an attorney to do this and there is no filing fee.
 - File a lawsuit requesting a rent reduction until the necessary repairs and made (and may ask the Courts permission to use legally withheld rent to make said 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 that fact at the time they make their rental agreement.

Landlords' Response to Rent Withholding

Any landlord that receives a notice that a tenants' rent has been deposited with the Clerk of the Municipal Court may request the Clerk to release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied. The Clerk can immediately release the rent to the landlord, less costs, when the tenant gives written notice that the condition has been remedied.

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

- 1. The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk.
- 2. The landlord did not violate any of the responsibilities imposed upon him/her by the rental agreement, or by any of the building, housing, health or safety codes. If the court finds that the landlord did not violate any responsibilities imposed on 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/her rent at the time the rent was deposited with the Clerk, the Court will order the release of the rent to the landlord.

Lockouts & Utility Shutoff

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

Eviction (Section 1923, Ohio Revised Code)

A landlord may evict a tenant if:

- The tenant is delinquent in rental payments
- The tenant has 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 in writing 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 tenants' residence. The tenant must be advised that they may need legal assistance. Every notice under this section should include the following language: "You are being asked to leave the premises. If you do not leave and 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".

<u>Step-2</u> 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".

<u>Step 3-</u> The tenant receives a court summons at least 5 days prior to the Hearing. Both parties may need an attorney.

Step 4- The Hearing is held and the Judge decides the case.

TENANT-LANDLORD FACTS

Dear Citizens:

The Ohio Tenant-Landlord Bill, effective November 4, 1974, applies to most tenant/landlord relations and governs most rental agreements whether oral or written. None of the rights, remedies, or obligations which the tenant or the landlord has 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 the rights and responsibilities of Mobile Home Park operators and tenants. This pamphlet is designed to help you understand your responsibilities and rights under the law. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

LANDLORD RESPONSIBILITIES

The landlord must:

(Ohio Revised Code Section 5321.04(A)

- Comply with the requirements of any building, housing, health or safety codes which materially affect health & safety.
- 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 walkways, etc.) safe and sanitary.
- Provide trash and waste receptacles and make arrangements for their removal if there are more than 4 apartments in the building.
- Supply running water and reasonable heat at all time, except where there is a direct utility hook-up that is controlled by the tenant.

- 6. Give the tenant reasonable notice of intent to enter into the tenants' apartment and enter only at reasonable times except in case of an emergency.
- Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of his tenancy. If there is a written lease then the information must be contained within the lease.
- Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures in good and safe working conditions.
 Keep all elevators and appliances in good and safe working condition when these things are required to be supplied by the landlord.
- Not harass the tenant by unreasonable or repeated demands to enter the tenants' apartment. If the landlord or his agent enters without the tenants permission or repeatedly demands, the tenant can recover actual damages resulting from the unlawful entry.

TENANTS' RESPONSIBILITIY

The tenant must:

(Ohio Revised Code Section 5321.05(A)

- 1. Keep that part of the premises that he/she occupies and uses safe and sanitary.
- 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 upon the tenants by the applicable housing, health and safety codes.
- Allow the landlord or his agent to enter his/her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times after reasonable notice from the landlord or his agent.
- Not intentionally or negligently destroy, damage, deface property or remove and plumbing fixtures or appliances from the premises, and forbid any of his guest from doing same.
- Act in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

 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 or a written rental agreement.

If the tenant violates any provision of the above responsibilities, the landlord may recover and actual damages which result from the violation together with reasonable attorney fees, termination of the rental agreement, or other necessary actions. NOTE: Tenant must be current in rent for any/all legal remedies to apply.

This brochure is not intended to convey legal advice. If you are in doubt about your legal rights it is recommended that you seek legal assistance.

If you have questions about this information or if you need housing assistance call:

Fair Housing Contact @ (937) 378-3956 Fax: (937) 378-6324 Email: commissioners@browncountyohio.gov

Brown County Board of Commissioners 800 Mt. Orab Pike, Suite 101 Georgetown, Ohio 45121

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 residential units, in advertising connected to the sale or rental of housing units, in the financing of housing units, in the provision of real estate brokerage services.

Blockbusting is also illegal and an aggrieved person may file a complaint of a housing discrimination act with the Fair Housing Administration, U. S. Department of HUD @ 1-800-927-9777

Other numbers:

Brown County Health Department—937-378-6892 Legal Aid Society 1-800-582-2682