

## **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:

1. 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.

2. 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.
  - b. 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".

**Step-2** 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 3-** 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.

