

OHIO LANDLORD-TENANT LAW:

What You Should Know!



published by

Ohio Poverty Law Center, LLC

www.ohiopovertylawcenter.org www.ohiolegalservices.org

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Legal Services Association®**

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Revised 1/2014**

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INTRODUCTION

This booklet is about your rights and responsibilities as a tenant. It is important for you to know your rights and duties when renting to help you avoid some problems and deal with others.

When you see a ✓ in this booklet, an important Warning or Tip will follow so you should pay close attention.

IF YOU HAVE QUESTIONS that are not answered by this booklet and live in Ohio, find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

✓ WARNING

This booklet is for informational purposes only and is intended solely to provide a summary of landlord/tenant rights and duties. The information in this booklet is not legal advice and should not be relied on as legal advice. The booklet cannot answer all questions about landlord/tenant law, and the law sometimes changes. For advice on a specific problem, call your Ohio Legal Aid office (see info in paragraph above) or a private attorney.

1. FINDING A PLACE TO LIVE

When looking for a place to live, you need to think about:



- How much can you afford to pay in rent?

You should try to pay not more than one-third of your income in rent.

- Do you want to have to remain in this home for a set period of time (12-month lease) or do you want more flexibility like a month-to-month tenancy?
- How many bedrooms do you need?
- Does this landlord have a good reputation?
- Is this home big enough for your family?
- Is this a good location for your family?
- Is this home a healthy place for your family?

If you would like more tips on choosing a place, go to:

<http://home.rhinohio.com/choose> .

Things that you should do before renting:

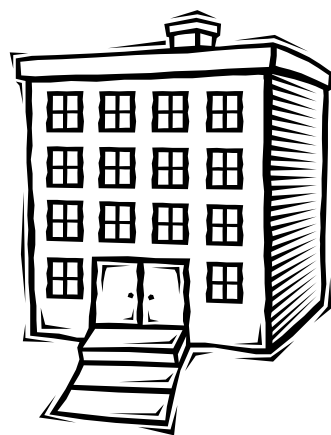
- Closely inspect each place you are serious about renting for needed repairs.
- If you see things that need to be repaired, try to WAIT for the repairs to be made before signing a lease or moving in.
- If you cannot wait, and the landlord promises to make the repairs, write your own list of repairs that are needed and give

it to the landlord. If possible, have the landlord sign it and commit to a date by which each repair will be made.

Always *keep a copy* of any papers you give the landlord and always put the date on the papers! Keep these papers together in one file.

A. Subsidized (Assisted) Housing Programs

Finding a housing unit in a government subsidized housing complex or getting a Housing Choice (Section 8) voucher through your local housing authority.



Benefits—Low Rent

There are many programs, but generally your rent will be based on a percentage of your income and/or a portion of the rent will be paid by a government program.

General Eligibility Requirements

- Low-income families, individuals, seniors and persons with disabilities
- No outstanding debts owed to any housing authority
- Decent credit record

- Good rental history —
 - ✓ no evictions
 - ✓ no record of disturbing neighbors
 - ✓ no record of destroying property
 - ✓ good housekeeping history
 - ✓ no serious criminal record
- Although the many different kinds of programs have similar eligibility concerns, they also have differences, including different forms to apply for each.

Legal Rights

In any public housing or subsidized program, you will have all the rights other tenants have plus additional rights.

- Eviction only for good cause—all programs, *except the Housing Choice (Section 8) voucher program*. You must have breached the lease or broken the law to be evicted.

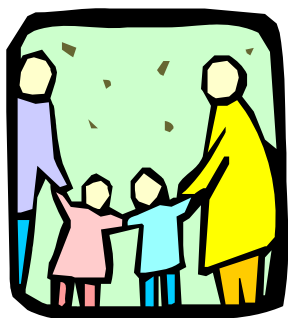
Housing Choice (Section 8) voucher program—landlord cannot evict you without good cause during term of the lease.

Public Housing Grievance Procedure—Permits tenants to challenge actions by the housing authority about any problem, ranging from maintenance problems to disputed damage charges to fighting termination.

- Project-Based Section 8—the landlord must offer the tenant a right to meet, if termination is proposed, before the landlord goes to court to evict.

For more information:

- find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services; or
- contact your local public housing authority—you can find them at <http://www.hud.gov/offices/pih/pha/contacts/states/oh.cfm>.



B. Fair Housing

The law says you cannot be denied housing or treated differently on the basis of race, color, religion, sex, disability, familial status (presence of children in the family), national origin, ancestry, and/or military status. In federally subsidized housing and in some local municipalities (Columbus), LGBT households are also protected from discrimination.

Some unlawful activities to watch for:

- You are told the unit you wish to rent is not available when it really is.
- You are told that no children are allowed in the building.

- You are offered different rental terms or conditions than someone else. For example, a biracial couple is told that a particular unit rents for an amount higher than an amount quoted to a white couple who inquired about the same unit.
- You are being directed or “steered” to a particular neighborhood or building based on your race, color, religion, sex, disability, familial status, or national origin.
- You have a disability and the landlord refuses to rent to you or refuses to allow you to make changes to the unit that are needed because of your disability. For instance, you generally have the right to modify your rented home at your expense to allow you to use a wheelchair or make other needed changes. However, you may also be obligated to undo the changes when you leave.

Sometimes landlords refuse to rent to people because they feel the place is not safe for children or that an upstairs apartment is not appropriate for the disabled. This is illegal. You, not your landlord, decide if a home is right for you and your family.

If you believe you have experienced discrimination, call the Ohio Civil Rights Commission at 1-888-278-7101 (<http://crc.ohio.gov/>), a local fair housing agency (<http://portal.hud.gov/hudportal/HUD?src=/states/ohio/working/fheo/fhagencies>), or find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/> programs, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.



C. Childhood Lead Poisoning

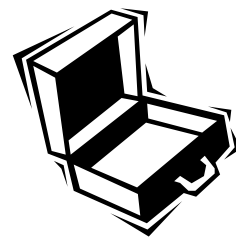
Lead is a serious environmental health problem. Lead poisoning can cause permanent damage to the brain, nervous system, and other organs. Children aged six and under, including babies who have not been born, are at the greatest risk of harm from lead poisoning. Damage to the body from lead can result in behavioral problems, learning disabilities, seizures, abnormal development, and even death.

Lead paint chips and lead dust can be found in old homes and even in soil outside. Lead was used in paint until 1978. Today, many older buildings and homes built before 1978 still contain lead. If a rental unit was built before 1978, a landlord is required to disclose any known lead hazard in or on the premises.

Eating lead or breathing in lead dust can cause lead poisoning. Children may be at risk for ingesting lead when playing on the floor or outside, and putting their hands or toys in their mouths. Testing young children for lead is important. Ask your child's doctor about testing for lead and preventing lead poisoning.

For more information on lead and preventing lead poisoning, contact the Ohio Department of Health at 1-877-532-3723 (1-877-LEADSAFE), your local health department, or find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs> or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

2. THINGS TO DO BEFORE AND WHEN YOU MOVE IN



At the time you move in:

- Inspect the place closely for any damage or problems;
- Take photographs and/or video of the condition of the floors, walls, ceilings, rooms, etc., especially any problems, to compare it with the condition when you move out;
- Fill out the Move-in Checklist at the back of this booklet. Keep the original and give a copy to the landlord.
- Have a witness with you when you move in. The best witness is someone who can come back when you move out. They will be able to say you left the place in the same condition as when you moved in, except for normal wear and tear.
- Ask for a blank lease so that you can read it thoroughly before you sign it. **REMEMBER, A LEASE IS A LEGAL BINDING CONTRACT.**

A. Leases

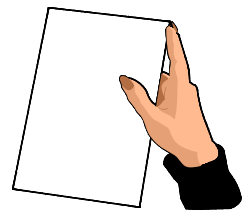
A lease is a written contract or agreement between a landlord and a tenant for the rental of a house, apartment or manufactured home. Many tenants never sign a written lease. Even if you do not have a written lease, you have an oral lease and have many of the same rights as tenants who have written leases.

1. For all rental agreements (written and oral leases), make sure you know:
 - your landlord's name and address, and the name and contact information of the owner's agent or representative. This info is required to be provided in writing when the agreement is made;
 - how much the rent is;
 - where rent is to be paid, and the form of payment;
 - when rent must be paid to avoid a late fee and/or eviction;
 - amount of the late fee;
 - which utilities you will pay and which the landlord will pay; and
 - who will take care of and/or pay for the garbage removal, snow removal and grass cutting.

2. **If you sign a lease**, make sure you get a copy.

The lease should contain:

- property description or address;
- names of the landlord and tenant;
- date lease begins and date lease ends;
- due date for rent and where rent is to be paid;
- amount of rent and any "late charges" associated with late payments of rent;
- responsibilities for who maintains or keeps up the rental unit;
- landlord's rules and regulations; and
- tenant's rights and responsibilities.



After you have read your lease, and you feel that you are clear about the provisions, tell your landlord about any changes you think are needed. Things to watch for:

- restrictions on your right to sublease
- length of lease
- maintenance responsibilities
- rules and regulations
- security deposit
- whether utilities are included in rent payments
- use of laundry and recreational facilities

If you want to change something in the lease, handwrite in the changes and have the landlord put his or her initials by the change.

While the majority of landlords are fair, and know the law, some do not and their leases may contain terms that are not allowed under Ohio law. Some illegal terms will:

- force you to agree to accept the blame in any future dispute and require you to pay your landlord's attorney fees if court action is taken
- allow the landlord to keep your security deposit or prepaid rent unconditionally
- charge unreasonably high late fees

- require you to make repairs for normal wear and tear, or for damage that you did not cause
- permit the landlord to take possession of your personal property for nonpayment of rent
- require you to be responsible for the landlord's duties under the law (see *Section 3*)

✓ **WARNING**

Even though a lease may include unlawful clauses, such as unreasonably high late fees, the rest of the lease may be enforceable. It is much better to try to remove illegal clauses before signing the lease. A landlord who offers a lease containing illegal clauses and refuses to change them when asked may not be the type of landlord from whom you wish to rent. Also, don't rent from a landlord who won't put changes you agree to in writing.

B. Security Deposits

A landlord can require a security deposit of **any amount** when you move in. If the landlord keeps the deposit for six months, you must be paid interest on the part of your deposit that is more than one month's rent. The landlord may keep your deposit when you move out for any unpaid rent or for damages done to the home. (See *Section 9* for more information.)

3. WHAT THE LAW SAYS A LANDLORD MUST DO



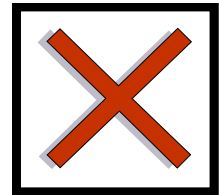
- a. Make all repairs needed to make the house or apartment liveable.
- b. Keep in good working order all electrical, plumbing, heating and ventilation systems.
- c. Supply enough hot water and heat.
- d. Keep hallways and stairways safe and clean.
- e. Provide garbage cans or a dumpster (for four or more units in the same building).
- f. Give tenant at least 24 hours' notice before entering the home, except in the case of an emergency. The landlord must also enter only at reasonable times and in a reasonable manner. A tenant may refuse to admit the landlord if proper notice has not been given or if it is not an emergency, or otherwise unreasonable.
- g. Make the house or apartment comply with all building, housing, and health codes which significantly affect health and safety.
- h. Evict tenants when a landlord knows a tenant allows illegal drug activity to occur at the premises.

✓ TIP

RENT INCREASES

- If you have a lease, your landlord cannot raise your rent during the lease, unless the lease specifically allows that.
- If you do not have a lease, your landlord can raise your rent by any amount s/he wants, if you are notified at least 30 days in advance of the next time rent is due.
- For example, assume your rent is due on the 1st of each month. If on May 15th you receive notice that your rent will be raised from \$420 to \$450, that is less than 30 days before June 1st, so on June 1st you would owe \$420 and on July 1st you would owe \$450. If you are required to make weekly payments, the notice period is 7 days, not 30.

4. WHAT THE LAW SAYS A LANDLORD CANNOT DO



Even if you are behind in rent, there are several things that landlords are *not allowed to do under the law*:

- a. The landlord may not increase rent, decrease services, evict, or even threaten to evict you because you complained about needed repairs, have your home inspected by your local government housing inspector, or participated in a tenants' group or union.
- b. A landlord is not permitted to shut off any utilities, change the locks or threaten any of these acts in order to make you move out of a home.

- c. A landlord cannot harass you by demanding over and over to enter a home or by entering at unreasonable times of the day or without a proper purpose.
- d. A landlord is not permitted to put you out or remove any of your property from the home without a court order signed by a judge.
- e. A landlord is not permitted to keep your belongings to try to force you to pay rent.

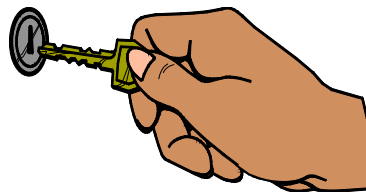
✓ TIP

Remember, a landlord has no right to do any of the things listed in this section even if you are behind in rent.

If the landlord does any of these things, consult an attorney immediately; if you cannot afford an attorney, find your Ohio Legal Aid office online at

<http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

5. WHAT THE LAW SAYS THE TENANT MUST DO



If you do not pay your rent on time, your landlord can refuse to accept your rent and evict you. Try not to pay in cash, but if you do, *get a receipt* each time you pay the rent. Do not agree to have a receipt sent to you by mail. If your landlord does not give receipts, you can create one (see the *form at the back of this book*) and ask your landlord to sign it. If you pay by check

or money order, keep your bank statement showing that the check was cashed or your money order receipt to prove you paid the rent. (Remember that a money order receipt only proves that you purchased the money order, not that you gave it to your landlord.)

✓ WARNING

PAY YOUR RENT ON TIME.

If you do not, you risk being evicted.

Besides paying your rent on time, you have other legal obligations as a tenant. In general, you must avoid damaging the home. Specifically, you must:

- a. Keep your apartment or house safe and sanitary.
- b. Dispose of trash and garbage properly—do not let it pile up or put it in the hall or common area.
- c. Keep all appliances that the landlord provides in good working order.
- d. Keep the electrical and plumbing fixtures clean and use them properly.
- e. Do not damage the home or permit your guests or visitors to do so.
- f. Do not disturb other tenants.
- g. Except with good reason, permit your landlord to enter your home if you get at least 24 hours' notice.

h. Make certain that you, your family or guests do not violate state or federal drug laws.

A. Your Relationship with Your Landlord



It is important to understand that by agreeing to rent your landlord's property, you are entering into a business relationship and not a friendship with your landlord. You should keep this in mind when dealing with your landlord. You should:

- treat your landlord politely and respectfully;
- try to get along with your landlord, which means trying to work problems out before getting angry and arguing with your landlord. It also means keeping your temper if you have to talk to your landlord about the need for repairs;
- If something breaks, tell your landlord right away, preferably by giving a written notice. If you delay in having something repaired, it may cause further damage (for example, leaking water can cause the floor to rot), and you may be responsible for the costs of the repair.

Even if your landlord does not fix your home or treat you respectfully, you should not threaten, get angry, or yell at your landlord. If you do, your landlord could:

- evict you, especially if you have a month-to-month oral or written lease. Even though your landlord is not allowed to evict to get back at you for complaining about problems with the home, s/he will be able to get you out eventually.

- harass you, treating you even worse than before, making your life as difficult as s/he possibly can, without breaking the law.

If your landlord treats you badly or refuses to fix your home, maybe you should think about moving. A bad landlord will not become a good landlord overnight. You need to think about whether you want to continue to be treated badly and whether it is worth the fight. **Remember to pick your battles.** For more information on working with landlords who are reluctant to make repairs or treat tenants fairly, see <http://solving.rhinohio.com/your-empowering-practice/rosa-parks-option> .

B. Keep Records: Write Everything Down and Keep All Receipts



Even though you may trust your landlord, you never know if problems may develop. To protect yourself, follow these simple steps.

- **Get All Agreements in Writing.** If your agreement with your landlord is not in writing, you may not be able to prove there was an agreement at all.
- **Get and Keep Receipts for All Payments Including Security Deposit, Rent, and Any Other Payments That You Agree to Make to the Landlord.** If your landlord does not have receipt forms, take the receipt form in the back of this booklet, fill it out and have your landlord sign it at the same time you pay your rent. If you don't have the receipt form, you can simply

write the date, amount paid, and what you paid for (rent or security deposit) on a piece of paper and have your landlord sign and date that to prove you paid.

- **Avoid Paying in Cash.** Paying by check or money order will provide some proof that you paid your rent—keep your money order receipts, but remember they are only proof that you bought a money order, not that you gave it to your landlord.
 - If you must pay by cash, get a receipt;
 - If the landlord will not give you a receipt, have a reliable witness there to see you pay your landlord.
 - If the landlord will not give you a receipt, do not pay by cash again.
- **Have a Reliable Witness** when you talk to your landlord if your landlord won't put agreements in writing.
- **Take Photographs or Video of Any Problems** with the home that the landlord may later try to blame you for. It is better to take photos or video before you move in, but if that is not possible, do it immediately after you move in. You should then take photos or video at the time you move out as well.
- **Do not lose** your copies of receipts, agreements, leases, or other records and do not let the landlord take them. Keep these things together in a safe place in case you need them later.

C. Fixing Problems Yourself

It is the landlord's duty to make repairs. If your landlord asks you to fix things in the home and



agrees to pay you for the repairs or to take money off of your rent, get the agreement in writing **before** making the repairs. If your landlord will not give it to you in writing, do not make the repairs. Without a written agreement, your landlord could have you make the repairs and then evict you for nonpayment of rent.

If you want to make repairs or fix things up on your own, you must talk to your landlord first. Get a written agreement **before** doing any work or buying any materials. If you make repairs or fix things up without your landlord's permission, you could get sued and/or evicted.

Here are some other things to think about:

- **How much will it cost to fix the problem?** Try to get a FREE estimate of the cost to fix the problem and then decide if you can afford to fix the problem yourself. You may want to check the Yellow Pages of the phone book, or search online, for businesses that provide free estimates.
- **Keep receipts from all repair costs.** Keep a record of the time and costs of repairs you do yourself.
- **If you make repairs, DO A GOOD JOB.** If problems are not fixed right the first time, you may have to pay for them to be fixed again.

✓ TIP

Before deciding to make a repair yourself, read *Section 6* explaining how to use the law to get the landlord to make repairs.

D. What If You or Your Guest Damages Your Home?



You are responsible for any damage you or your guests cause. **If you do not fix the damage properly, you could be evicted, sued for money, or both.** Your landlord can also take the money out of your security deposit when you move out and sue you for additional money if your security deposit does not cover the cost of repairs.

You are not responsible for *normal wear and tear* (for example, walls needing to be repainted after a few years, plumbing fixtures that break down because of long use, or regular carpet cleaning needed after every tenant moves out).

If you or your guests damage the residence:

- Talk to the landlord about the problem as soon as possible after it happens.
- If you want to fix it yourself, read *Section 5C* in this booklet.
- If you cannot afford to pay for the repairs all at once, see if your landlord will agree to pay for the repairs and allow you to pay him/her back over time. If you do come to an agreement of this sort—get it in writing—**keep all of your receipts.**

✓ WARNING

Damage & Repair

Do not make repairs unless the landlord agrees. Get a written agreement to be paid for the repairs if you did not cause the problem.

Your landlord can evict you if you damage the home and you do not have it repaired. If repairs are made in a reasonable time, you will generally be allowed to stay (or at least you have a good defense to an eviction).

6. WHAT A TENANT CAN DO ABOUT PROBLEMS WITH A HOME

If you believe your landlord has violated any of his or her obligations (see *Section 3*) by not making needed repairs, you can use the following guide to help you.

✓ WARNING

Even if your landlord refuses to make needed repairs—**do not simply stop paying rent or your landlord will be able to evict you. Protect your rights and file a rent escrow.** For more information about how to properly file a rent escrow, see our pamphlet titled, “How to Get Your Landlord to Make Repairs: Rent Escrow,” available online at http://www.ohiolegalservices.org/public/legal_problem/housing/landlord-tenant-issues/escrow/how-to-get-your-landlord-to-make-repairs-rent-escrow/rent-escrow-packet-in-full.pdf

A. A Step-by-Step Guide to Getting Your Rental Unit Fixed

- 1. Verbal Notice**—Call your landlord or tell your landlord in person about the problem and ask for it to be fixed. Make a written note of the date the problems started and when you told your landlord—and keep it.
- 2. Written Notice**—If that does not work, send your landlord a dated letter asking for the problem to be fixed. Give the landlord a deadline—30 days to make the repair is reasonable, as long as the problem does not affect your health or safety. You can give your landlord less than 30 days if the problem will affect your health or safety—like having no heat in the winter. Tell your landlord that if the problem is not fixed by the deadline, you will deposit your rent with the Clerk of Courts of the local municipal or county court. Keep a photocopy of the letter you send.
- 3. Government Complaint**—If that does not work, you can contact your local housing inspector if there is one. If there isn't, and the problem concerns the health and safety of you and your family, you may wish to make a complaint to the local health department. If the problem concerns the structure of your home (for example, walls and ceilings), you should make a complaint to the local building inspector. These government officials may be able to help you, but keep in mind that if the problems are bad enough, your home could be condemned and you would have to move. Also, if the problems are minor, they may not be willing to help.
- 4. Rent Escrow (Deposit) Process**—If your landlord does not fix the problem within a reasonable time after receiving your written notice **and you are current in your rent payments**—you can use the rent escrow process.

Escrowing your rent means that instead of paying your rent to your landlord, you pay your rent to your local municipal or county court by the date rent is due.

You must be current with your rent if you want to escrow (deposit) rent. If your rent is due *before* the 30 days have expired, pay your landlord. The next date the rent is due *after* the reasonable time has expired, you may pay your rent to the court. Pay the whole amount that is due on or before the day the rent is normally due to your landlord. Take your copy of the written notice with you when you pay your rent to the court. You can continue to pay your rent to the court until the landlord's violation is corrected.

In addition to depositing your rent with the court, you can ask the court to:

- allow you to terminate your lease so you can move; or
- direct the landlord to make the repairs; or
- reduce your rent until the repairs are made.

If you have problems with the court, you should find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services or contact a private attorney right away.

You will have to prove to the court that your home needs repairs and your landlord unreasonably refuses to make the repairs.

- Take pictures;

- Have your home inspected by a housing, building, or health inspector and bring the report—and better yet, the inspector (if possible)—to court with you;
- Bring another person who can also tell the court about the problems with your home; and
- Have a person with home repair, plumbing or electrical experience look at the problems and write a written estimate of the costs and steps to repair.

5. **Call an Attorney**—If these steps do not work, you should find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services or contact a private attorney right away. They may be able to represent you or give you more advice.

6. **Form a Tenant Organization**—Tenants have the right to form a *tenant organization*. This way tenants can work together to help solve problems. The organization can give the landlord notice of repairs that are needed in their building, and if necessary, each tenant member can deposit rent with the court.

✓ WARNING

YOUR LANDLORD COULD TRY TO EVICT YOU

If you have a written lease for a set period of time, such as a year, your landlord cannot end your tenancy except if you do not pay rent or you do not perform one of your duties in the lease or under the law. If you are a month-to-month or week-to-week tenant, your landlord can end your tenancy with 30 days' notice if you are a month-to-month tenant or seven days' notice if you are a week-to-week tenant with only a few limitations.

If you have a lease covering a period of time, you are in a stronger position to get things fixed in your home. Your landlord is not allowed to try to evict you for complaining about the conditions of your home. But, if you are a month-to-month tenant, your landlord can end your tenancy with 30 days' notice after waiting a month or two after you complain about the conditions. You should keep this in mind as you decide whether to use the step-by-step guide.

7. MOVING OUT: WHEN THE TENANT WANTS TO MOVE

IF YOU HAVE A LEASE, and you leave before the end of the lease, you may have to pay the landlord some or all of the rent due for the months you are not living there.



You will not have to pay any rent for periods after you have moved out if:

- a. The landlord agrees to let you sublet your home *and* the person who takes over the home pays the rent. (If the new tenant does not pay, your landlord can sue you.)
- b. The reason you are moving is because the landlord has broken an obligation (*Section 3*), or you gave 30 days' written notice to correct the problem and it was not corrected (*Section 6*).
- c. You work out an agreement with the landlord. Make sure the agreement is in writing.

When your lease ends, you cannot always just walk out. Read your lease; it might require you to give 30, 45, 60, or more days' notice to your landlord before you leave. Most leases automatically renew. **READ YOUR LEASE** to find out if your lease has such a provision. If you want to stay, your landlord may want you to sign a new lease. If instead of signing a new lease, you want to become a month-to-month (or week-to-week) tenant, you will have to give the same notice as a tenant who never had a lease.

IF YOU DO NOT HAVE A WRITTEN LEASE, all you have to do is give your landlord advance notice you plan to move. If you pay your rent once a month, the notice must be at least 30 days before the next time your rent is due; if you pay once a week, the notice must at least seven days. If you leave without giving the full notice, the landlord may be able to keep part of your security deposit as rent for the last month or part of the month and/or sue you for money. The landlord may also make claims for money. See *Section 9, Security Deposits*, for this information before your move.

8. EVICTIONS: WHEN THE LANDLORD WANTS YOU TO MOVE



IF THERE IS NO LEASE AND YOU PAY RENT MONTHLY, a landlord can end (terminate) a rental agreement by simply giving you a 30-day notice to vacate. If you pay rent weekly, the landlord only has to give seven days' notice.

IF THERE IS A LEASE, you can stay in your home unless the landlord claims you broke your lease or violated one of your legal obligations (*Section 5*). At the end of the lease, remember that your lease may automatically renew (see *Section 7*) or your landlord may ask you to sign another lease. But if not you can still stay, unless the landlord gives you a 30-day notice ending your tenancy.

A. When a Landlord Can Evict With or Without a Lease

The following are examples of when a landlord may evict (this list does not include every example):

1. If you do not pay rent when it is due. *If your landlord has accepted late rent in the past, and has not given you notice that s/he will not accept late payments in the future, you may be able to fight the eviction.*
2. If the landlord gives a 30-day notice to move, and you are a month-to-month tenant (with or without a written lease), and you stay in the home past the 30-day notice ending your tenancy. *If your landlord accepts a rent payment from you*

after giving you the notice, this acceptance of rent should allow you to stay.

3. If the landlord gave you a notice to correct a condition that significantly affects health or safety—and for which you are responsible—and you did not fix it within 30 days.
4. If you violate a reasonable and fair term of the lease.
5. If the landlord has reasonable cause to believe that you, your family member or guest violated Ohio’s drug laws while in the unit.

B. What a Landlord Must Do to Legally Evict a Tenant

1. A landlord must give you a “Notice to Leave the Premises.” A “notice to leave” is a written statement from the landlord telling you to move out.

✓ TIP

You do not have to move based on a notice to leave.

- You do not have to move until a court orders you to move.
- Your landlord cannot force you to move unless he or she files an eviction lawsuit and gets a court order of eviction.

2. Your landlord must wait at least three *business* days (in some counties, it is just three days) after giving you the notice to leave the premises before he or she may legally file a court eviction lawsuit. Once the eviction lawsuit is filed, you will receive a summons and complaint which will give you

information about a court hearing. The court hearing may be scheduled as soon as seven days after you receive the summons and complaint.

You will receive a copy of a “Summons In Action For Forcible Entry and Detainer,” and a Complaint, which will give the reasons for the eviction. In addition to the eviction, your landlord may also be suing you for money. Read your summons and complaint carefully. If your landlord is suing you for money, read the directions on the **summons** carefully and follow the directions to prepare to defend against these claims, which are typically heard by the court after the eviction hearing. See *Section 8.C.8*. The summons will also state the date, time and place of the hearing. **Go to the hearing. If you do not go, you probably will be evicted.**

3. At the hearing, you and your landlord will both be able to talk to the court so the court can hear both sides of the story. If the court agrees with the landlord, an order of eviction will be issued. If the court agrees with you, the case will be dismissed and you will not be evicted.
4. If the landlord wins the lawsuit, you will have to move. You will have to move, and will only be given a short amount of time to do so. The amount of time varies county by county.
5. If you have not moved out within the allowed time, a court bailiff, police officer, or deputy sheriff can legally remove move you, your family and property out onto the curb.

C. Things to Think About When Facing Eviction

1. As soon as you get the notice from your landlord, you need to decide what you want to do. You may want to move, but need extra time or you may want to stay in your home for a long time. As soon as you get your notice, you should try to work out the problems with your landlord because being evicted will make it harder to find housing in the future. Get any agreement in writing and make sure you go to court (take your agreement with you) to let the court know the eviction has been settled.
2. If you got your notice because of damage that you caused to the property that the landlord wants you to fix, get it fixed as soon as possible if you want to stay. Talk to your landlord about the repairs and s/he may let you stay. Get any agreement in writing.
3. If you are behind on rent and want to stay, try to make a payment plan with your landlord before three days pass. If your landlord spends money filing an eviction action, s/he probably will not agree to a payment plan unless you pay court costs and attorney fees, too.
4. If you just want to move, but need more time, tell your landlord and try to agree to a move-out date so that the case is not filed and you will not have an eviction on your record.
5. If the eviction case is filed and you agree with everything in the landlord's complaint, you should prepare to move within two or, at the most, three weeks, unless you can get the landlord to agree to let you stay. Get an agreement in writing. Otherwise, the landlord can accept your back rent and still evict you.
6. Even if you agree with some parts of the complaint, but you also think the landlord has violated your lease or the law, you

might be able to stop the eviction. If you think you should not be evicted, you should immediately find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

7. There are many possible defenses to an eviction, including:

- You offered your rent, but it was refused (you may need a witness to prove this unless your landlord admits refusing the payment).
- You paid part of the rent that was due and the landlord accepted it.
- You paid all or part of this month's rent, after the landlord gave you the three-day "Notice to Leave the Premises."
- Your landlord is trying to evict you and retaliating against you because you exercised one of your rights (like calling the local housing inspectors to come inspect the unit).
- Your landlord did not give you the required "Notice to Leave the Premises."
- Your landlord discriminated against you because of race, sex, disability, color, religion, national origin, familial status, ancestry or military status.

✓WARNING

Some of the following reasons have become “urban myths,” where some believe a landlord cannot evict you because:

- you have children
- you are pregnant
- it is Christmas

Do **NOT** believe such myths. None of these reasons can stop a landlord from evicting you.

8. Sometimes in an eviction lawsuit, a landlord will ask the court to order that you pay rent that the landlord says you owe. Read the complaint and any attached papers carefully. If the landlord is claiming that you owe money in addition to making you move out, you must submit a written answer to the court within 28 days from the day you received the summons and complaint. An attorney can help you prepare an answer or you can prepare an answer on your own.

You have a right to a jury trial in eviction cases. You should ask an attorney about your right to a jury trial. You will not get a jury trial unless you file such a request in writing with the court. It is likely that you will have to pay a jury fee.

✓ TIP

WHEN MOVING OUT FOR ANY REASON, YOU SHOULD:

- Clean the place up and fix any problems you caused. If you don't clean or there are things damaged, your landlord can take those costs from your security deposit or sue you if there is no security deposit or it is too small to cover damages;
- Leave the place in the same condition as when you moved in except for normal wear and tear (such as peeling paint or plumbing fixtures that break down from regular use);
- Take all your belongings when you move;
- Fill out the move-out checklist in the back of this booklet when you move out. You will then have the move-out checklist to compare to your move-in checklist;
- Take photos or video the conditions of the place when you move out so that you have proof of the condition of the place when you left to compare to the photos and video from when you moved in;
- Have witnesses view the place at the time you move out in case you need witnesses if you are sued by your landlord. The best witness is someone who saw the place when you moved in;
- Give the keys back to the landlord when you move. If you don't, the landlord could deduct the cost of changing the locks from your security deposit;
- Give your landlord a new address in writing and keep a copy so that s/he can return your security deposit or send you the required explanation of why it is not being returned. If you don't give a new address, your landlord may not have to return the security deposit to you. You are not required to give your landlord your new home address; it can be any address where you can receive mail (work, parent, sibling, P.O. Box, ...);
- Move out quickly. The longer you drag it out, the more you tempt your landlord to speed things up by throwing your things out (this is illegal, but it is better to keep all of your valuables, rather than have to sue your landlord later for illegally taking them);
- As long as anything remains in the place that you want to keep, you should continue spending the night there or notify your landlord that you are not moved out yet. Return the keys as a sign that you are completed moving out and will not return.



9. GETTING YOUR SECURITY DEPOSIT BACK

The landlord may keep your deposit when you move out **if you owe money** for any unpaid rent, unpaid utilities for which you were responsible, or for damages done to the home. Some landlords wrongfully keep security deposits as a business practice. If you owe nothing, the landlord should return your security deposit within 30 days of you moving out, returning the keys, **AND** giving a forwarding address. This is your money, so work to get your deposit back. The law is on your side.

Even before you move in, you can prepare to get your security deposit back. Inspect the home with someone who can be your witness and, if possible, with your landlord, too. Make a written list of the problems. Give a copy to your landlord and ask for a written statement of when the problems will be correct. Take pictures or video.

When you move out, the home should be clean; remove all property, clean ovens and refrigerators, and leave the home in the condition a new tenant would expect to move into. Normal wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use) is not your responsibility. Anything damaged or misused by you is your responsibility.

Upon moving out, you should go through the home again with a witness (if possible, with the same one as before) and, if possible,

with the landlord. Make another list of damages. Take pictures again.

You should return the keys to the landlord and give him or her a forwarding address in writing and keep a copy. You are not required to give your landlord your new home address; it can be any address where you can receive mail (work, parent, sibling, P.O. Box, ...)

Within 30 days, the landlord is required to do one of the following:

- A. return the deposit;
- B. send a written statement explaining specifically how the security deposit was applied to debts you still owed; or
- C. some combination of A and B.

✓ TIP

As a tenant, you have the right to sue your landlord for return of the security deposit.

If you are not satisfied with the amount the landlord returns, or if you do not get anything back, you have the right to sue the landlord. You can, but are not required to, file in small claims court. But remember: if any rent was due when you moved, the landlord has the right to deduct that amount from the deposit. You should not need an attorney to sue your landlord in small claims court, but you

might want to talk to someone listed in *Section 10* before you go to court.

The amount of money you sue for depends on how much you think was improperly kept by the landlord. If you don't get the written statement within the 30 days, you have the right to sue for double the amount of the security deposit.

To win the case, you will need evidence to convince the Small Claims Court. You should be prepared with:

- a. a receipt showing the deposit was paid;
- b. receipts for all your rent payments to show no rent was owed;
- c. a copy of your notice to your landlord with your new address;
and
- d. witnesses to testify and pictures or video to show the home at the time you moved in and at the time you moved out.

If you have questions about the return of your security deposit, find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services and ask for information about getting your security deposit back.

10. WHO CAN HELP

A. Legal Aid Office

If you have a low income, you may qualify for free legal assistance from your Legal Aid office. Find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

Your Legal Aid office can give you advice about your rights and possibly represent you in court. They also may have other booklets on mobile home law, rent escrow, getting your security deposit back, and other areas of the law to help you.

B. Lawyers



If you do not have a lawyer, you can call your county bar association. They may refer you to an attorney.

If you have a low income, you may qualify for free legal assistance from your Legal Aid office. Find your Ohio Legal Aid office online at <http://www.ohiolegalservices.org/programs>, or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

C. PRC—Prevention, Retention & Contingency

The county welfare department may be able to help you stay in your home or help you move into a new home. Talk to your caseworker or an attorney.

D. Building Inspector or Health Department

As a tenant, you can call the Housing Inspector or the Health Department for your town, city or county to inspect your home whenever you think repairs should be made. An inspection report could be good evidence to present in court. It is best if the inspector comes to court with you to testify.

E. Tenant Organizations

The Ohio Landlord Tenant Act permits you to join with other tenants “for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.” Having a tenant organization can be a way to address general problems or concerns at the property.

If your apartment complex does not have a tenant organization, there may be one for the city where you live that can serve as a resource. For example, residents of Cuyahoga County can contact the Cleveland Tenants Organization (CTO). A CTO representative may be able to assist you and other tenants in your building or complex in forming your own tenants group.

You may also get assistance in forming or maintaining a tenants' organization by contacting one of the Rental Housing Information Network in Ohio (RHINO) partner agencies that serves your locality. Go to: <http://home.rhinohio.com/participate/partners/find-help>. If you live in a federally assisted property, you may have additional rights to organize a tenants' organization. More info is available at: <http://home.rhinohio.com/organize>.

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MOVE-IN MOVE-OUT RECORD

Address _____ Apt. _____

| ROOM: | Condition at Time of Move-In Inspection | | | Condition at Time of Move-Out Inspection | | |
|----------------------------|--|------|-----------|---|------|-----------|
| | Poor | Fair | Excellent | Poor | Fair | Excellent |
| <u>Living room:</u> | | | | | | |
| Walls | | | | | | |
| Floors/carpet | | | | | | |
| Ceiling | | | | | | |
| Draperies/Blinds | | | | | | |
| Windows | | | | | | |
| Comments: | | | | | | |
| <u>Kitchen:</u> | | | | | | |
| Walls | | | | | | |
| Floors/carpet | | | | | | |
| Ceiling | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Cabinets | | | | | | |
| Stove | | | | | | |
| Refrigerator | | | | | | |
| Other Appliances | | | | | | |
| Comments: | | | | | | |

| ROOM: | Condition at Time of Move-In Inspection | | | Condition at Time of Move-Out Inspection | | |
|---------------------------|---|------|-----------|--|------|-----------|
| | Poor | Fair | Excellent | Poor | Fair | Excellent |
| <u>Bathroom 1:</u> | | | | | | |
| Commode | | | | | | |
| Bathtub/Shower | | | | | | |
| Sink/Vanity | | | | | | |
| Cabinets | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |
| <u>Bathroom 2:</u> | | | | | | |
| Walls | | | | | | |
| Floors/Carpet | | | | | | |
| Commode | | | | | | |
| Bathtub/Shower | | | | | | |
| Sink/Vanity | | | | | | |
| Cabinets | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |
| <u>Bedroom 1</u> | | | | | | |
| Walls | | | | | | |
| Floors/Carpet | | | | | | |
| Closet | | | | | | |
| Ceiling | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |

| ROOM: | Condition at Time of Move-In Inspection | | | Condition at Time of Move-Out Inspection | | |
|-------------------------|---|------|-----------|--|------|-----------|
| | Poor | Fair | Excellent | Poor | Fair | Excellent |
| <u>Bedroom 2</u> | | | | | | |
| Walls | | | | | | |
| Floors/Carpet | | | | | | |
| Closet | | | | | | |
| Ceiling | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |
| <u>Bedroom 3</u> | | | | | | |
| Walls | | | | | | |
| Floors/Carpet | | | | | | |
| Closet | | | | | | |
| Ceiling | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |
| <u>Bedroom 4</u> | | | | | | |
| Walls | | | | | | |
| Floors/Carpet | | | | | | |
| Closet | | | | | | |
| Ceiling | | | | | | |
| Windows | | | | | | |
| Draperies/Blinds | | | | | | |
| Comments: | | | | | | |

Remarks/Comments: _____

ACKNOWLEDGMENT OF CONDITIONS AT MOVE-IN

DATE: _____
_____ **(Signature of Tenant)**

DATE: _____
_____ **(Signature of Landlord)**

ACKNOWLEDGMENT OF CONDITIONS AT MOVE-OUT

DATE: _____
_____ **(Signature of Tenant)**

DATE: _____
_____ **(Signature of Landlord)**

| | |
|--|---|
| <u>KEEP FOR YOUR RECORDS</u> | RECEIPT Date _____ |
| PAID TO _____ | Received from _____ |
| _____ | For Rent or _____ |
| FOR _____ | From _____ to _____ |
| DATE _____ | Amount \$ _____ |
| AMOUNT \$ _____ | <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order |
| <input type="checkbox"/> Cash <input type="checkbox"/> Check | Received by _____ |
| <input type="checkbox"/> Money Order | Comments _____ |
| <u>KEEP FOR YOUR RECORDS</u> | RECEIPT Date _____ |
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| DATE _____ | Amount \$ _____ |
| AMOUNT \$ _____ | <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order |
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| <input type="checkbox"/> Money Order | Comments _____ |
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| <input type="checkbox"/> Money Order | Comments _____ |
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| <u>KEEP FOR YOUR RECORDS</u> | RECEIPT Date _____ |
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| <input type="checkbox"/> Money Order | Comments _____ |

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