

# 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 better understand your responsibilities and rights under the law. We hop that you will read it carefully and use it as a guide for better Tenant-Landlord relations. None of the information in this brochure constitutes legal advice. If you are in doubt regarding your legal rights, we recommend you seek legal assistance.

*Auglaize County Commissioners*

## Landlord 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 waste receptacles, if there are four or more apartments in the building and arrange for their removal.
5. Supply 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 their 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 its 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 Responsibilities

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

1. Keep that part of the premises that he/she 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 it's 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 their guests from doing same.
7. Act in a manner that will not disturb their 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 or 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.

## Leases/Rental Agreements

(Sec. 1923, Ohio Revised Code)

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.

The notice must be received prior to the "periodic rental date" which is usually the day rent is due.

**Remember:**

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

Rights are protected even if there is no formal, written lease. The Ohio Law is still in effect. (Sec. 5321.17, Ohio Revised Code). Leases are protection for both the tenant and the landlord.

## Evictions

Eviction  
(Sec. 1923, Ohio Revised Code)

### Terminating a Lease/Rental Agreement

If a landlord does not want to renew a lease with a tenant, or does not wish to continue with the oral or written rental agreement, the landlord must do one of the following:

1. If there is a written lease that ends on a given day, nothing else is needed to end this lease.
2. If there is an oral or written rental agreement, the landlord must notify (should be in writing) the tenant by:  
At minimum a **seven** day notice if **renting by the week**;  
At minimum a **thirty** day notice if **renting by the month**.

**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**

A landlord or owner wishing to evict a tenant must notify the tenant to leave the premises three days (3) or more before beginning any court action.

A landlord or its agent must hand a written copy of the notice to the tenant in person, leave the notice at the tenant's residence, or send the notice to the tenant by certified mail (return receipt requested). 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."***

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". The tenant receives a court summons at least five (5) days before the hearing. Both parties may need an attorney. When a court hearing is held, a judge decides the case.

### **Security Deposits**

Before the tenant moves, he/she must have a forwarding address in writing with the landlord, or many legal remedies will not apply. At the end of the lease, the landlord must do one of the following within 30 day after the lease agreement ends and the tenant has turned over the apartment and the keys.

1. Return the full security deposit.
2. Return the balance of the security deposit with a list of all deductions, including any past due rent owed, list of damages that the tenant or their guest may have caused, etc. This list must be in writing and sent to the former tenant.

If the landlord fails to do either of the above, the tenant may receive (through court) double the amount wrongfully withheld (that amount the landlord should have returned, less any deductions), and reasonable attorney fees.

### **Interest on Deposit**

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:

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.

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:

1. Deposit all rent with the Clerk of the Municipal Court. Tenant does not need an attorney, and there is no filing fee.
2. File a law suit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use with held rent to make repairs).
3. Terminate the lease or rental agreement.

### **NOTE: THE TENANT MUST BE CURRENT IN RENT PAYMENTS FOR THIS SECTION TO APPLY**

The actions listed above cannot be taken against the landlord who rents to three or fewer apartments and has made written notice of this fact to the tenant at the time that the tenant entered into the lease/rental agreement.

If the landlord has failed to disclose his/her name and address and the name and address of his/her agents, the owner gives up the right to a notice before a tenant takes legal action.

Check with the court or an attorney for our local procedures before beginning a rent deposit process.

### **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 re lease 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. The landlord did not violate any of the responsibilities imposed upon him/her 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/her, 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 Shut-offs**

The landlord may not move a tenant's furniture from his/her apartment, lock out, or threaten any unlawful act including utility shut-off to get the tenant 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).

### **Help**

If you can not afford an attorney, but you need legal assistance, you can call:

**Legal Aid Society**  
(614) 224-8374

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

**Esther Leffel**  
Clerk of the Board, Auglaize County  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895  
(419) 739-6710

**FAIR HOUSING IS MORE THAN JUST A GOOD 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

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

**Auglaize County (419) 739-6710**  
or  
**U.S. Department of Housing and Urban Development (HUD)**  
**1-800-669-9777** (toll free voice number)  
or  
**1-800-927-9275** (toll free TDD number)  
or  
**Ohio Civil Rights Commission**  
**(614) 466-5928**



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