



LANDLORD-  
TENANT RIGHTS  
&  
RESPONSIBILITIES  
UNDER OHIO LAW

FAIRFIELD COUNTY  
FAIR HOUSING OFFICE

210 EAST MAIN STREET  
COURTHOUSE  
LANCASTER, OH 43130

740-652-7110



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## Introduction

The Ohio Tenant-Landlord Act of 1974 outlines the rights and responsibilities of both tenants and landlords. It does not apply to mobile home trailer parks (see Chapter 3733, Ohio Revised Code), owner-occupied condominiums, prisons, jails, workhouses or half-way houses, hotels, motels or tourist homes, hospitals or nursing homes, farm residences on two or more acres land, or school dormitories.



The information found in this booklet is for reference purposes only. For additional information or specific interpretations of the law, please seek legal counsel.

## Fair Housing

The Ohio Civil Rights Act governs the enforcement of the Federal Fair Housing Amendments Act of 1988 which states that 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 terms of renting property, or in the provision of real estate brokerage services.

If you suspect you have been discriminated again, please contact your local Fair Housing Office at 740-652-7110, HUD, or the Ohio Civil Rights Commission at 614-466-5928.



## The Rental Agreement

A **LEASE** is a rental agreement or contract that can be written, oral or implied. It is recommended that a signed lease be negotiated in order to better define your and your landlord's rights and duties under the law. Leases also protect you from indiscriminate rent increases or termination of tenancy. Without a signed lease, rent can be increased or the agreement terminated with only a seven day notice if you rent by the week or with 30 days notice if renting by the month.

## Deposit/Security Deposit

A **SECURITY DEPOSIT** collected from the tenant and held by the landlord acts as an insurance policy against damages to the property or for unpaid rent. An amount equal to one month rent is a typical deposit, but any amount may be required. If the deposit is in excess of one month rent and the tenant occupies the property longer than six months, the tenant is entitled to 5% interest per year for the amount greater than one month's rent. For example, if the rent is \$400 and the deposit is \$500, five percent interest is due to the tenant on the \$100 excess which amounts to \$5 per year.

## Inspection

Before signing the lease and paying any non-refundable deposit the tenant and the landlord should inspect the property together. A detailed record of the condition of the property, including the yard if renting a house, should be made. This not only protects the tenant from being charged for damages he/she did not incur, but provides the landlord with a list of defects needing correction. If the landlord does not provide you with a detailed inspection checklist, you may obtain one from the Fairfield County Fair Housing Office at no charge.

The landlord may schedule routine inspections of the property during your tenancy. A minimum of 24 hours notice of the landlord's intent to enter and inspect the property must be given to the tenant.

In case of emergency the landlord may enter the property without notice.



## Recovering the Security Deposit

After moving out, the tenant has a right to a refund of the security deposit, less any damages to the unit and/or unpaid rent. The tenant is not liable for



normal usage or normal wear and tear to a property. Prior to moving out, the tenant should give proper notice and include a forwarding address. (A form is included at the end of this booklet.) The landlord is required to return the balance of the security deposit within 30 days of the tenant vacating the unit. If the amount returned is

not the full deposit, the landlord must provide a written itemized statement of damages and/or past due rent.

If the security deposit and statement are not returned to the tenant within 30 days, the tenant can sue for up to twice the amount the landlord should have paid, plus the tenant's legal fees. Please seek legal assistance before going to court.



**In order to assure return of the security deposit, as a tenant you should:**

- Keep rent receipts.
- Give a minimum of 30 days notice, in writing, of intent to vacate.
- Correct any damages made to the property during your tenancy.
- Request the landlord to inspect the property with you. You may want to take pictures and/or have a witness with you during this inspection.
- Return all keys to the landlord and provide him/her with your forwarding address.
- Make a record of the landlord's full name and business address.



## Tenant's Responsibilities

### Tenants must:

- Pay their rent in full when due.
- Keep the property safe, sanitary, clean.
- Keep all plumbing fixtures clean and free-flowing.
- Not damage the property nor allow guests to do so.
- Allow the landlord to inspect or show the property with proper 24 hour notice. In case of emergency, immediate access is permitted.
- Permit the landlord or maintenance personnel to make repairs at reasonable times as needed.
- Comply with all local housing, health and safety codes.



## Tenant's Right and Remedies

### Rent Escrow:

If your landlord does not comply with his/her obligations, you have a right to escrow your rent with the court. You, as the tenant, do not have the right to stop paying rent. To do so voids your protection under the law. In order to escrow, rent a tenant must:

- Pay rent up-to-date.
- Request in writing the repairs needed. A form is included with this booklet.
- If the landlord fails to make the repairs within 30 days or within a reasonable time in case of an emergency, the tenant can:
  1. Escrow rent by depositing it with the clerk of the appropriate municipality or county court.
  2. Ask the court to direct that the repairs be made, reduce the rent or to release some of the money for making repairs.
  3. Terminate the lease and move out. In this case, the security deposit should be returned in full.

## **Tenant's Right and Remedies**

It is recommended that a tenant seek legal assistance with escrowing of rent. NOTE: Rent escrow is not an available remedy if a landlord owns fewer than four rental units and if written notice of this fact was delivered to the tenant upon moving into the property.

## **Landlord's Responsibilities**

### **Landlords must:**

- Assure that the property complies with all building, housing and health codes which significantly affect health and safety. Most communities have housing inspectors who can inspect conditions and cite landlords for violations, condemn property unfit for habitation and prosecute landlords who refuse to comply with housing code requirements.
- Make all necessary repairs to make the property livable. This includes keeping all electrical, plumbing and heating and ventilation systems in good working order.
- Supply adequate hot and cold running water or heat at all times.

**Landlords must:**

- Keep all common areas in the building or on the grounds safe and sanitary.
- Give at least 24 hour notice before entering your apartment or house except in the case of emergency. He/she may not abuse their right of access to inspect the property, deliver packages, or show the property to prospective tenants or buyers. Landlords may not enter without property notice and can be held responsible for any damages or injuries caused by their trespassing.

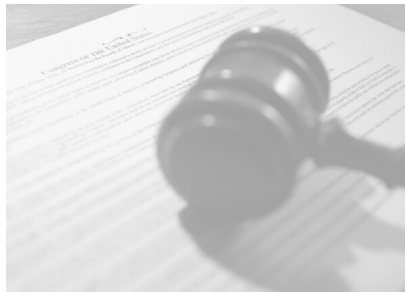
**Landlords cannot:**

- Shut-off utilities or other services, change the locks, remove doors or windows or threaten to do any of these unlawful acts in an attempt to evict tenants.
- Prevent you from exercising your rights as a tenant by increasing your rent, increasing your services, bringing or threatening to bring an eviction because you have complained to him/her or to the city about a code violation or because you participated in a tenants' union.

### **Landlords cannot:**

- Enter your apartment or house whenever he/she wants to or repeatedly demand to enter even though proper notice has been given.
- Refuse to rent to tenants because of their race, color, religion, national origin, citizenship, sex, handicap or familial status.

If a landlord does any of the above, he/she can be sued for damages and forced by court order to restore utility services, remove padlocks, return tenants' property or rent to the person discriminated against. Punitive damages can also be assessed against landlords who deliberately or maliciously violate the law.



## Landlord's Rights and Remedies

A landlord can sue a tenant for money damages, termination of the lease, eviction from the property if the tenant fails to fulfill his/her duties as outlined in the lease agreement.

### **A landlord can evict a tenant when:**

- Tenant fails to pay rent when due.
- Tenant violates important terms of the lease.
- The lease agreement has expired.
- Tenant fails to comply with proper notice to correct health and safety violations. (Written notice must be given to the tenant stating specific violations. The tenant then has 30 days to correct the situation.)
- Tenant refuses to allow landlord reasonable access to the unit.
- Tenant files a complaint against the landlord to a governmental agency about housing violations which were actually caused by the tenant and/or guests.
- Landlord's compliance with housing laws would require alteration or demolition of the building which would deprive the tenant of effective use of the premises.

## The Eviction Process

**Step 1:** A landlord wanting 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, send it by registered or leave it at the tenant's residence. This notice must contain the following words:

"YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE 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" claiming that the lease is expired or that the tenant has violated the law or the lease agreement.

**Step 3:** The tenant receives a court summons at least five (5) days prior to the hearing.

**Step 4:** The Court hearing is held and a judge decides the case.





## Summary

Nearly everyone rents an apartment or house at some point in their life. If this is your first time renting or if you are a seasoned renter, you may find that you have many questions after reading the booklet. If so, you may contact the Fairfield county Housing Office or seek legal assistance.

In summary, it is extremely important to:

- Know your rights;
- Have a signed lease with the landlord;
- Do a thorough inspection prior to moving in and again when moving out;
- Keep copies of all rent payments;
- Understand and comply with all the terms of the lease (ask questions and, get answers);
- Maintain the property as if it were your own;
- Give proper notice when moving out; and
- Seek legal assistance when necessary.

The more you understand about your obligations and rights, the more rewarding the experience will be.



## Request for Refund of Security Deposit

Date: \_\_\_\_\_

To: \_\_\_\_\_

Name

Address

City State Zip Code

From: \_\_\_\_\_

Name

Address

City State Zip Code

Dear Landlord:

Please return my/our security deposit of \$ \_\_\_\_\_ which I /we deposited with you for the dwelling I/we rented from you at:

\_\_\_\_\_  
Address moved from  
\_\_\_\_\_, Ohio \_\_\_\_\_.  
City Zip Code

You should send my/our security deposit. Together with an itemized statement of any deductions from it, to the address provided above, within thirty (30) days form the delivery of this letter.

Sincerely,

Your Former Tenant(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# Notice of Termination of Rental Agreement

Date: \_\_\_\_\_

To: \_\_\_\_\_

Name

Address

City State Zip Code

From: \_\_\_\_\_

Name

Address

City State Zip Code

Dear Landlord:

Pursuant to our rental agreement and Ohio law, you are hereby notified that I/we intend to terminate our rental agreement over the residential premises at:

\_\_\_\_\_  
Street Address  
\_\_\_\_\_, Ohio \_\_\_\_\_  
City Zip Code

Please make arrangements for a mutually convenient time and date for a final inspection of the condition of said premises, return of keys, and for providing information regarding any security deposit for said premises.

Sincerely,

Your Tenant(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## Notice of Landlord's Breach of Obligation

This notice is to inform you that, as the owner/operator of the dwelling unit located at:

\_\_\_\_\_  
Street Address                                      City                                      State                                      ZIP

You have breached your obligations under the Ohio Revised Code and your rental agreement. The following conditions must be corrected:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

If the necessary steps are not taken to correct the above conditions by: \_\_\_\_\_, 20\_\_.

I/We the Tenant(s) at the above address will deposit my rent money with the clerk of Municipal Court until the conditions are corrected, the Ohio Revised Code authorizes such action by the tenants when an owner/operator of a dwelling unit does not meet the obligations under the Ohio Revised Code. These obligations include compliance with the housing and health codes which materially affect health and safety and maintenance of all facilities and services which were provided at the rented premises when I took the dwelling unit.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

Date Mailed: \_\_\_\_\_





Discrimination is prohibited by law.

**Fairfield County  
Fair Housing Office**

210 East Main Street  
Court House  
Lancaster, Ohio 43130

740-652-7110