
RENTER'S INFORMATION GUIDE

**Know Your Tenant's Rights
In The State Of Ohio**



Shannon Wells, Fair Housing Director
shannon.wells@morgancounty-oh.gov

TENANT'S INFORMATION

Answers For Some Of Your Questions

The following information applies to most tenants who pay rent for a place to live, although there are exceptions (including, for example, those who pay rent to live in nursing homes, hotels and motels, and university-owned student rentals). Also, there is a different landlord/tenant law that applies to those who live in a manufactured or mobile home park.

(A MOBILE HOME PARK GUIDE is available in the brochure rack located at the back of the Riecker Complex, on the first floor: 155 E. Main Street, McConnelsville.)

What Is A Tenant?

A tenant is any person who occupies or possesses the residential property of another under a rental agreement. As long as you, the tenant, do what the rental agreement and/or the law requires you to do, you have the right of exclusive possession of the property until the lease expires.

Additionally, you have the right to:

- Complain to a government agency about your landlord's violation of housing laws or regulations that affect health and safety.
- Complain to your landlord if he or she fails to perform any legal duties. If you complain and the landlord retaliates against you by increasing rent, decreasing services or seeking to evict you for taking such action, the landlord has violated the law. There are legal remedies to stop or punish retaliation.

The above also is explained in this booklet under: **Retaliation By The Landlord Is Prohibited.**

What Is A Rental Agreement?

A rental agreement, or lease, is a written or an oral contract between persons. A properly written agreement will eliminate most of the misunderstandings and problems that commonly arise between a landlord and a tenant. A written rental agreement benefits and protects both parties, and is a good way to do business. Your written agreement may create a tenancy from week to week, month to month or year to year. For your protection, either as a landlord or as a tenant, it is usually wise to specify the exact manner in which the rental agreement may be terminated. If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven day's notice before the day of termination. Both parties may end a month-to-month tenancy by giving the other party at least one month's notice before the end of the current monthly term.

A landlord may not limit or escape responsibility liability by using contract clauses in a rental agreement signed by the tenant. If such a clause appears in any rental agreement, it cannot be used against the tenant.

Ordinarily, a rental agreement is prepared by the landlord. For this reason, any doubtful or confusing terms are decided against the landlord and in favor of the tenant.

Under Ohio law, both tenants and landlords may recover damages and, in a few situations, reasonable attorney's fees, for the unlawful act of the other party.

What Are Considered Fixtures?

In general, unless otherwise agreed, "fixtures" belong to the landlord. Fixtures include parts of the building such as sinks, furnaces, water heaters and other equipment that is either built-in or fastened to the property. Obviously, anything a tenant brings onto the premises that does not become a fixture, belongs to the tenant and may be removed by the tenant at the termination of the lease.

A TENANT'S CHECKLIST—BEFORE YOU RENT

What The Landlord Must Tell You At The Time Of Renting

At the beginning of the tenancy, landlords must disclose, in writing, their name, address, and the name and address of their agents.

According to federal law, landlords must give a statement of any known lead hazards, in or on the premises, if built before 1978.

Rent Increases, Charges & Deposits

Under a month-to-month rental agreement, the landlord must give a full 30 day's notice before increasing rent. In the case of a written lease, the landlord may not increase rent during the term of the lease. Also, there is no rent control in Ohio. Late charges may be included in a rental agreement, but they may not be "unconscionable" (unfair).

A deposit to "hold the unit" and application fee, or a credit check fee are not governed by any state law. Before giving money, get a written statement of the charge and the conditions for a refund. Don't assume anything and never give money without getting a receipt. If you have any problems with this, check with an attorney.

Security Deposits

In Ohio, a landlord may collect a security deposit to cover the costs of unpaid rents or charges and costs of damages to the property caused by the tenant if the damages are in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within 30 days after the tenant gives up occupancy and terminates the rental agreement. The tenant must provide the landlord with a written forwarding address.

If the landlord makes a deduction from the security deposit, the landlord must provide a written itemized account of the money that is being withheld.

If the landlord has not returned the deposit after 30 days, or if there is no itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for double the amount that the tenant believes was wrongfully withheld.

If the security deposit is greater than one month's rent, the landlord owes 5% interest on the amount in excess of one month's rent, paid annually.

Retaliation By The Landlord Is Prohibited

The Ohio Landlord/Tenant Act forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, or evicting or threatening to evict the tenant because the tenant has: 1) complained to a public official or the landlord, or, 2) joined with other tenants to bargain collectively over the terms and conditions of the rental agreement.

A landlord who engages in retaliation may be held liable for any actual damages to the tenant and for reasonable attorney's fees.

LANDLORD'S & TENANT'S DUTIES

Ohio Landlord/Tenant Act

In Ohio, landlord/tenant relations are governed by the Ohio Landlord/Tenant Act, Ohio Revised Code 5321, and by the Eviction Statute, ORC 1923. Most libraries have this information, or you can use an internet search engine using the key words: ohio revised code.

In Ohio, A Landlord Has A Duty To:

1. Put and keep the premises in a fit and habitable condition.
 2. Keep the common areas safe and sanitary.
 3. Comply with building, housing, health and safety codes.
 4. Keep all electrical, plumbing, heating and ventilation systems and fixtures in good working order.
 5. Maintain all appliances and equipment supplied, or required to be supplied, by him/her.
 6. Supply running water, reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up.
 7. Provide garbage cans and arrange for trash removal if the landlord owns four or more residential units in the same building.
 8. Give at least 24 hour's notice, unless it is an emergency, before entering a tenant's unit and enter only at reasonable times and in a reasonable manner.
 9. Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household or a guest of the tenant occurring in or otherwise connected with the tenant's premises.
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In Ohio, A Tenant Has A Duty To:

1. Keep the premises safe & sanitary.
 2. Dispose of rubbish properly.
 3. Keep the plumbing fixtures as clean as their condition permits.
 4. Use electrical and plumbing fixtures properly.
 5. Comply with housing, health and safety codes that apply to tenants.
 6. Refrain from damaging the premises & keep guests from damaging.
 7. Maintain the appliances supplied by the landlord in good working order.
 8. Refrain from disturbing any neighbors and require guests to do the same.
 9. Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given.
 10. Comply with state or municipal drug laws in connection with the premises and require household members and guests to do likewise.
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PROBLEM SOLVING FOR THE LANDLORD OR TENANT

Getting The Landlord To Make Repairs

If a landlord does not comply with the duties in the Ohio Landlord/Tenant Act (Ohio Revised Code 5321.04), in the local housing codes, or in the rental agreement, then a tenant may give the landlord a notice to correct the condition. The notice should outline the repairs needed done within a reasonable time period (usually 30 days)—unless the condition is threatening the tenant's health. Include photographs of the problem areas, if possible. This notice would be sent by **certified mail, return receipt requested**. You should keep a copy of the notice for your records, and one for the courts.

A form, called NOTICE TO REMEDY CONDITIONS, can help you with this process. It can be found in the RENTAL REPAIR GUIDE, in the Riecker Complex's brochure rack located in the back of the building at 155 E. Main Street, McConnelsville. Or, you can contact Shannon Wells, fair housing director, the Morgan County Fair Housing Office, 740-962-1322.

If the landlord fails to disclose her/his name and address and the name and address or her/his agents, then the landlord gives up the right to a notice before the tenant takes legal action.

If the landlord does not correct the condition in the written notice within a reasonable time (not to exceed 30 days), then the tenant may:

Make Escrow Rent Payments And Deposit — Rent With The Clerk Of Courts Office —

For the tenant to exercise this option, rent must be current at the time of deposit. The tenant may not deposit rent in "bad faith," or for a condition which the tenant caused or may not just "hold on" to the rent. And, rent deposits, (escrow) must be made on or before the normal rent due date. The tenant must present the court with a copy of the letter sent to the landlord outlining the requested repairs, along with the return receipt showing the landlord received the notice or letter. **Check with the local Clerk of Courts to find out exact procedures in your area.**

— Request The Court To Order The Landlord Make The Repairs —

The tenant may ask that the rent be reduced until the repairs are made or that rent paid into the escrow account be released to make the necessary repairs.

— Terminate The Rental Agreement —

The tenant also has this option, with no penalty, if the landlord fails to remedy the situation. Proper notice must be given to the landlord within a reasonable time period. Inform the landlord with a notice called FAILURE TO REMEDY CONDITIONS, which also can be found in the RENTAL REPAIR GUIDE, in the Riecker Complex's brochure rack. This notice also should be sent by **certified mail, return receipt requested** and keep a copy of the notice for your records, and one for the courts.

These actions cannot be taken against a landlord who owns three or fewer units and who informed the tenant of this fact, in writing, at the time of occupancy.

STEPS TO TERMINATE A RENTAL AGREEMENT

Landlord's And Tenant's Options

Either a landlord or a tenant may terminate a month-to-month agreement by giving a full 30 day's notice to the other party. The 30 days begins on the next rent due date and runs with the rent period.

A written rental agreement (lease) normally describes how to terminate or renew. If termination or renewal is not stated, then the agreement ends on the date in the agreement, without a presumption of renewal.

A landlord may give a tenant a written notice that the tenant has violated a provision of the Ohio Landlord/Tenant Act that materially affects health and safety, and advising the tenant that the rental agreement will end in 30 days. If the tenant corrects the problem, then the rental agreement will not be terminated.

A tenant may give a landlord a written notice to comply with a duty imposed by the Ohio Landlord/Tenant Act that materially affects health and safety, and requesting correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.

If a tenant breaks a lease by moving before the lease is up, or if a lease has terminated because the tenant is in violation of the law, the tenant may be held liable under the lease until the unit is re-rented.

— Eviction From A Rental Property —

A landlord may bring an eviction action in court when the tenant has: 1) failed to pay the rent on time, or, 2) stayed in the unit after the termination or expiration of the rental agreement.

To bring an eviction action, the landlord must service a 3-day "notice to vacate" in person, by certified mail, or at the premises. If the tenant does not move within the 3-day period, then the landlord may file an eviction action at the court in the city where the property is located. The court will schedule a hearing and send a summons to the tenant.

If an eviction is ordered as a result of the evidence presented at the hearing, the landlord will arrange with the court to have the tenant's belongings removed from the unit if the tenant does not move. *Local procedures may vary, check with an attorney or your municipal court.*

— What A Landlord Cannot Do To Evict You —

Whether or not a tenant's right to occupy a residential unit has ended, a landlord may not: 1) shut off utilities, 2) change the locks to force the tenant from the unit, or, 3) seize the tenant's possessions to recover unpaid rent.

Landlords who violate this section of the Landlord/Tenant Act may be held liable for actual damages and attorney fees.

— Second Cause Of Action For Eviction —

An eviction summons may include a "second cause of action" to recover money damages. The tenant may answer the claim for money damages within 28 days of receiving the complaint.

If a tenant fails to answer the complaint, the court may issue a default judgment in the landlord's favor without holding a trial. A default judgment will stop the tenant from later objecting to a landlord's claim.

See your attorney if you want to dispute a second cause of action claim.

RENTER'S CHECKLIST

Things To Consider When You Move In

- Did you get a rental agreement, or lease, in writing? _____
- Did you understand everything in your lease? _____
- Did you have a security deposit? _____
- Did you get receipts for your rent/deposit? _____
- Does the landlord have four or more units and responsible for garbage removal? _____
- Do you have the landlord's address and phone number in case you need to reach him or her? _____

Things To Consider When You Move Out

- Did you give your landlord proper notice in writing? _____
- Did you leave the premises in good condition? _____
- Did you terminate your utilities, if applicable? _____
- Did you give the landlord a forwarding address? _____
- Did you get your security deposit returned within 30 days? _____
- If you didn't get back all of your security deposit, did the landlord give you an itemized list of deductions? _____

Notes

FAIR HOUSING

Fair housing laws come from a variety of federal, state and local sources. For a good summary of fair housing rights, check:
www.hud.gov/offices/fheo/FHLaws/index.cfm

In general, landlords may not discriminate against tenants on the basis of race, color, national origin, ancestry, gender, religion, physical or mental disability, or familial status (the presence of children under the age of 18, or a pregnant female).

Tenants in HUD subsidized housing have additional federal rights. Check with the Coalition on Homelessness & Housing (COHHIO) for renter's rights in Ohio:
888-485-7999 (toll free),
or visit their web site at:
www.cohhio.org

Also, you can contact the local legal aid office:
Southeastern Legal Services
740-594-3558 or 1-800-686-3669

**For information in Morgan County,
please contact:**



Morgan County Fair Housing

Shannon Wells, Fair Housing Director
Riecker Complex
155 E. Main Street, Room 135
McConnelsville, Ohio 43756
740-962-1322

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This brochure is intended to provide general information only. Specific questions should be addressed to the above or an attorney.
