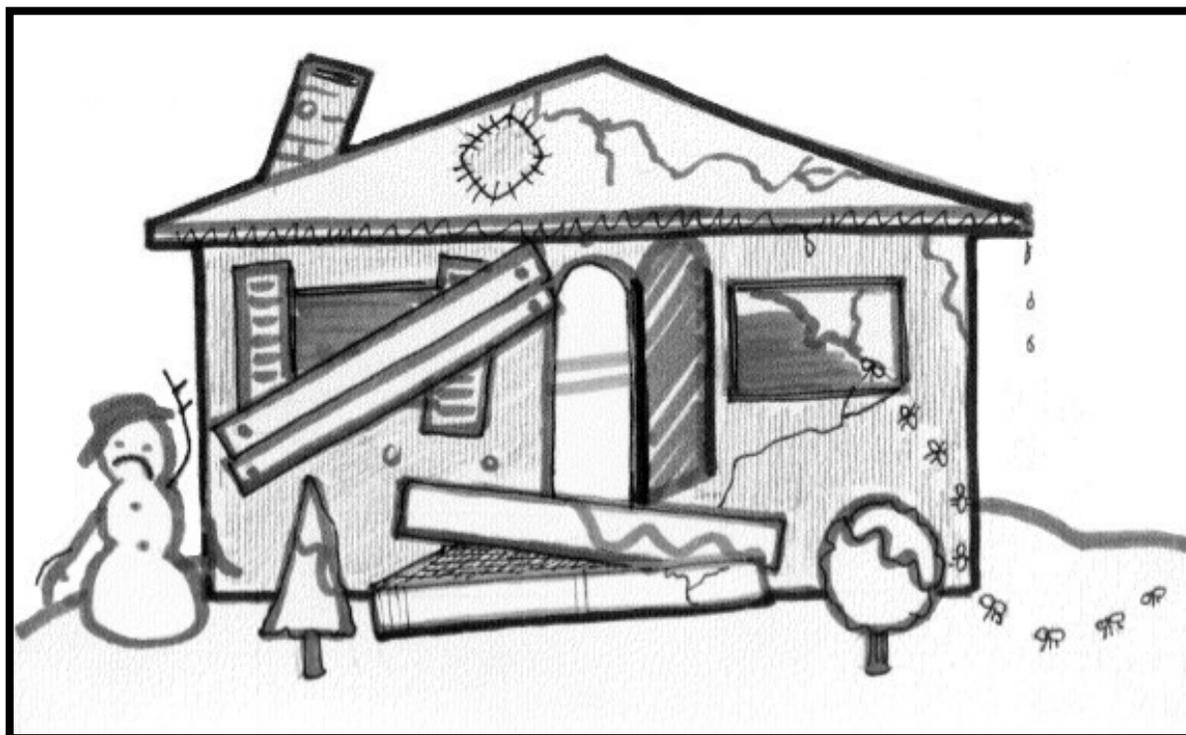




MY LANDLORD ISN'T MAKING REPAIRS

What Can I Do?



A step-by-step guide for Central Ohio tenants



This packet is a collaboration between the Legal Aid Society of Columbus and
Community Mediation Services.

Updated December 2021

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Some Advice Before You Start

Who Should Be Taking Care of Conditions Problems at my Rental Unit?

In Ohio a landlord has a duty to keep rental property in fit and habitable condition. In general this includes making any needed repairs, or doing whatever else is necessary to fix a problem at the rental property so that it is in good condition. Below are some more detailed examples of landlord duties and problems that are a landlord's responsibility to fix. A landlord is not allowed to put these duties back on a tenant in the lease. [Source: Ohio Revised Code Section 5321.13(A)]

What Are My Duties as a Tenant?

The tenant must keep the unit safe and sanitary, properly dispose of trash and waste, use fixtures and appliances properly, and not damage the property.

Who is responsible for paying for repairs or other maintenance work?

A tenant should only be responsible for paying for repairs or maintenance work caused by the negligence of the tenant (or the tenant's guests). For example, if a window breaks because your son was playing baseball in the living room, you should pay for the repair. If a window breaks due to a random act of vandalism, the landlord should pay for the repair.

Landlord Duties

- Maintain the rental property so that it complies with local building, housing, health, and safety codes.
- Make whatever repairs necessary to keep the property in a fit and habitable condition, including common areas of the property.
- Keep all electrical, plumbing, sanitary, heating, ventilating and AC fixtures and appliances supplied by the landlord in good and safe working order.
- Supply running water, and reasonable amounts of hot water and heat. (This does not include *paying* for hot water or heat)
- Give tenant 24 hour notice of intent to enter for non-emergency repairs.

Condition Problems that are Generally the Landlord's Responsibility:

- Lack of heat, water, or hot water (if not caused by tenant non-payment)
- Electrical problems
- Plumbing problems
- Sanitation problems
- Ventilation problems
- Air Conditioning problems
- Elevator problems
- Insect or rodent infestation
- Broken windows, doors, locks, stairs
- Broken appliances or bathroom/kitchen facilities
- Any other conditions that make your rental home unfit or uninhabitable

Bedbugs and other Pests

In general, eliminating vermin and pests such as rats, roaches, and bedbugs is part of a landlord's duty to keep the premises in a fit and habitable condition. You should notify the landlord as soon as you notice the presence of any such pests, and cooperate with any treatment efforts. A tenant has a duty to not negligently harm the property. A tenant should not bring a mattress full of bed bugs into the rental unit, or refuse access during extermination efforts.

Other Information to Consider Before Beginning

- **Exceptions:** The rent escrow and lease termination processes described in this handout do not apply to a landlord who rents out three or fewer dwelling units and who has provided notice of that fact to the tenant in writing (in the lease or in a separate writing). These processes also do not apply to a dwelling unit owned or operated by a college or university where the tenant is a student.
- **Negative reactions:** Although you are only asking your landlord to do what is required under Ohio law, some landlords react negatively to requests for repairs and talk of rent escrow. If you are a month to month tenant, or if your lease is ending soon, be aware that some landlords may react by deciding to not renew your lease. The real reason may be that they are retaliating against you, which is prohibited by Ohio law, but this can be hard to prove.
- **Call your Health Department and Request an Inspection:** Your county health department may inspect your home to see whether there are any violations. This is good evidence that repairs need to be made. Each county has a different set of criteria for when they will inspect your home. Contact them to ask whether they will inspect your home.

Delaware County- (740) 368-1700

Madison County- (740) 852-3065

Marion County- (740) 387-6520 option 4

Morrow County- (419) 947-1545

Union County- (937) 642-2053

Process Overview

Step 1: Write a Letter

If your landlord is not taking care of condition problems, you need to **notify the landlord in writing** about the specific repairs (or exterminations) that you need done. Even if you have told your landlord on the phone or in person, you still need to give notice in writing to the landlord, telling the landlord what specific things you need repaired or remedied. Write this letter even if your landlord has been sent notices of code violations.

You may have to prove that you sent this letter so **keep a photocopy of the letter** for your records. Then take the letter to the post office. Ask the postal clerk for a “**certificate of mailing**”. This costs about \$1.65, and proves you mailed the letter. When you are done, you will have a photocopy of your letter and a “certificate of mailing” showing you mailed it to your landlord. This is good proof that you gave written notice to the landlord of the conditions problems.

On the next two pages are a *sample letter* and a *blank form* you can use for your letter.

Unsure of the landlord’s name or address? The letter should be sent to the person or place where rent is normally paid. If you have a lease, the landlord’s name and address is usually near the beginning of the lease. If you are unsure of your landlord’s name or mailing address, go to your County Auditor’s website and do a search by address. The auditor’s website will show you the name and address of the owner of the property. Send the letter to the owner.

County Auditors:

Delaware-	(740)833-2900	www.delawarecountyauditor.org/
Madison-	(740)852-9717	www.auditor.co.madison.oh.us/
Marion-	(740)223-4020	www.co.marion.oh.us/auditor/
Morrow-	(419)946-4060	www.auditor.co.morrow.oh.us/
Union-	(937) 645-3003	www.co.union.oh.us/Auditor/

SAMPLE LETTER ASKING FOR REPAIRS

Tony Tenant
123 Main Street, Apt. 56C
Columbus, OH 43214

Larry Landlord
362 Elm Street
Columbus, OH 43218

February 25, 2014

Re: Conditions at my rental unit

Dear Mr. Landlord,

I am writing to request that you take whatever steps necessary to remedy the following conditions problems at my residence:

- 1) My roof leaks when it rains and the water drips into the living room.
- 2) There are bed bugs in my apartment and it makes my son's asthma worse.
- 3) There are exposed electrical outlets in the kitchen.
- 4) There are gaps around the windows that let in cold air in the winter and insects in the summer.

Please take whatever steps necessary to remedy these problems within 30 days of the date of this letter.

Thank you for your kind attention to these matters.

Sincerely,

Tony Tenant

Tony Tenant

- I kept a photocopy of this letter for my records
- I sent this letter with a certificate of mailing

(tenant's name)

(tenant's address)

(landlord's name)

(landlord's address)

Date: _____

Re: Conditions at my rental unit

Dear _____,

I am writing to request that you take whatever steps necessary to remedy the following conditions problems at my residence:

Please take whatever steps are necessary to remedy these problems within 30 days of the date of this letter.

Thank you for your kind attention to these matters.

Sincerely,

(tenant's signature)

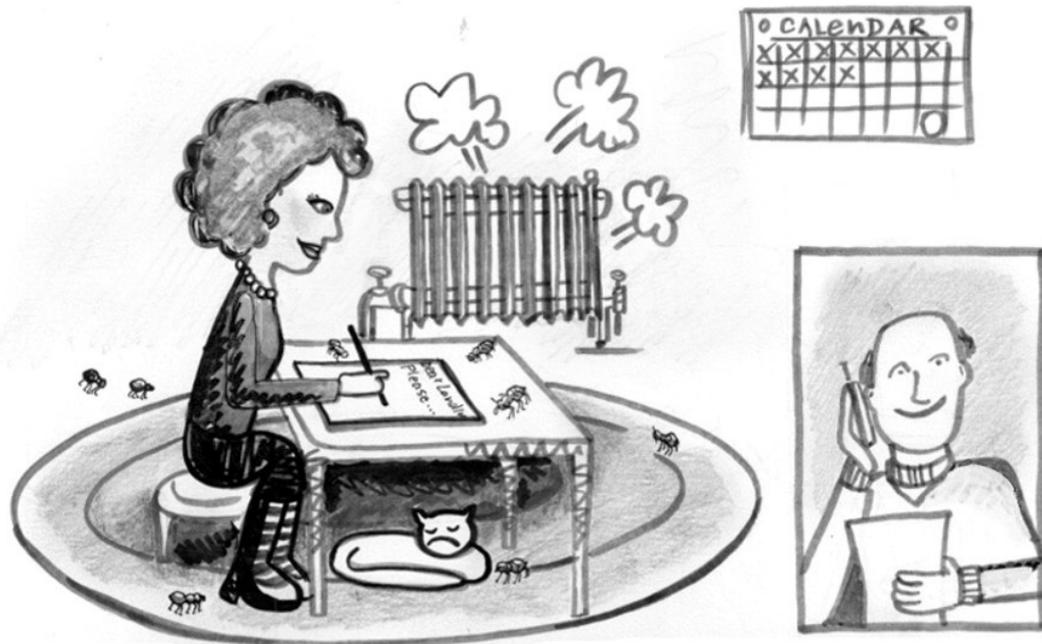
- I kept a photocopy of this letter for my records
- I sent this letter with a certificate of mailing

Step 2: Wait A Reasonable Amount of Time

After you have sent the letter, you have to wait “a reasonable amount of time” for the landlord to make the repairs, up to 30 days. What is reasonable depends on how severe the problem is and the time necessary to take care of the problem.

A reasonable time can be just a few days if the problem is serious (e.g.. broken furnace in winter) and can be fixed quickly.

For other problems, especially ones that are time-consuming to fix or less serious, a reasonable amount of time might be the full 30 days.



Step 3: (your choice) Terminate the Lease or Start a Rent Escrow Account

After you have waited a reasonable amount of time, if the landlord still hasn't fixed the problems, you have a choice.

Option 1: You can **terminate the lease** and leave the rental unit. If you choose this option, you should write a follow up letter advising the landlord of the date you are going to vacate. You will be responsible for paying rent for any days that you are at the rental unit, but not for time after you leave.

If you want to terminate your lease, see the next few pages for advice.

OR

Option 2: You can **Start a rent escrow account** and stay in the rental unit.

If you want to stay at your rental unit and try to get the landlord to make repairs, then you can start a rent escrow account at your local Municipal Court. You will start paying your monthly rent to the court instead of to your landlord. The court will hold your rent in an escrow account. As long as you sent the written notice, waited the reasonable time, and stayed current on your rent, the landlord shouldn't get the money until you agree the repairs are made. You can also file motions asking that the court order the landlord to make the repairs, asking that your rent be reduced until the repairs are made, or asking that the escrowed rent be released to you, so you can make the repairs.

If you want to start a rent escrow account, see pages 13 - 20 for advice.

If you Want to Terminate the Lease

Remember: Before you can start this process, you must write a letter to the landlord and give him or her a reasonable amount of time to fix the problem.

Caution: If your housing is subsidized, realize such housing is hard to obtain. Rent escrow may be the better option. If you have a Section 8 voucher, explain your situation with your caseworker before terminating the lease.



Step 1: Write a Second Letter

This will inform the landlord that you will be ending your lease and moving out. Make sure you keep a photocopy of the letter and send it with a certificate of mailing. See the *sample termination letter* on the next page for guidance. This letter should include:

- How you will be returning the keys.
- Your new mailing address (if you want your security deposit back)

Step 2: Return your Keys

If you give the keys to the landlord or apartment manager, ask for a receipt. If you drop them in a mail slot, put them in an envelope with your name and address, and take someone with you who witnesses you dropping them off. If you include them in a letter to the landlord, tape them to the letter, make a photocopy of the letter with the keys attached, and send with certificate of mailing. (see page 5 for instructions on Certificate of Mailing)

Step 3: Take Steps regarding your Security Deposit

If you are interested in getting your deposit back, you need to give a forwarding mailing address to your landlord, so the landlord knows where to mail the deposit.

After you return the keys, your landlord has 30 days to return your security deposit or give you a notice which explains what was done with the security deposit money. Your landlord can keep security deposit money for unpaid rent or fees, or for damages to the property that go beyond normal wear and tear.

If the landlord wrongfully keeps deposit money, you may sue the landlord in small claims court for the return of the deposit plus damages in the amount that was wrongfully withheld. For more information on getting back your security deposit please contact the Legal Aid Society of Columbus. (see page 22 for contact information)

SAMPLE LEASE TERMINATION LETTER

(This should only be sent after sending a Letter Requesting Repairs and waiting a reasonable amount of time)

Tony Tenant
123 Main Street, Apt. 56C
Columbus, OH 43214

Larry Landlord
362 Elm Street
Columbus, OH 43218

March 25, 2017

Re: Notice of Lease Termination

Dear Mr. Landlord,

I wrote to you on February 25, 2014 asking for you to make certain repairs to my rental unit. I then waited a reasonable amount of time. The problems have not been fixed. I therefore am exercising my right under Ohio Revised Code 5321.07(B)(3) to terminate the lease. I will be vacating the property by midnight on March 28, 2014. I will return the keys by dropping them off where I pay the rent.

Please return my security deposit to the following mailing address:

Tony Tenant
1722 Breakwater Drive
Columbus, OH 43210

Thank you for your kind attention to these matters.

Sincerely,

Tony Tenant

Tony Tenant

- I kept a photocopy of this letter for my records
- I sent this letter with a certificate of mailing

(tenant's name)

(tenant's address)

(landlord's name)

(landlord's address)

Date:

Re: Conditions at my rental unit

Dear _____,

I wrote you on ____ (date) ____ asking you to make certain repairs to my rental unit. I then waited a reasonable amount of time. The conditions have not been fixed. I therefore am exercising my rights under Ohio Revised Code 5321.07(B)(3) to terminate the lease. I will be vacating the property by midnight on ____ (date) ____ . I will return the keys by ____ (how you will return the keys) ____ .

Please return my security deposit to the following mailing address:

(tenant's new address)

Thank you for your kind attention to these matters.

Sincerely,

(signature)

(tenant's name)

- I kept a photocopy of this letter for my records
- I sent this letter with a certificate of mailing

If you want to Start a Rent Escrow Account

Remember:

 Before you can start this process, you must have written a letter to the landlord requesting repairs, and you must have given your landlord a reasonable amount of time to fix the problem. You also must be current in rent. If you are not current, get caught up before starting a rent escrow account.

Step 1: Contact your county's Municipal Court

Each County has a slightly different process for starting a rent escrow account. Before you begin you should contact your local court and ask for them to explain their process to you.

The contact information for Municipal courts in Central Ohio are to the right.

Delaware-	(740) 203-1550 www.delawareohio.net/government/departments/municipal-court
Madison-	(740) 852-1669 https://www.co.madison.oh.us/departments/court_system/municipal_court/index.php
Marion-	(740) 387-2005 www.marionmunicipalcourt.org
Morrow-	(419) 947-5045 www.morrowcountymunict.org
Union-	(937) 644-9102 www.municourt.co.union.oh.us

Step 2: Bring your Rent and a Copy of your Letter Requesting Repairs to Municipal Court.

If possible, go to court and start the rent escrow process a day or two before rent is due. Bring to the court your rent payment and a copy of the letter requesting repairs.

Call the court ahead of time and ask what form of payment they accept. Cash and money orders are usually acceptable, but sometimes checks are not.

Also tell the clerk that you want to attach your letter requesting repairs to your application to deposit rent, as an exhibit. Ask the clerk to attach to the application your written notice requesting repairs as Exhibit A, and any Code Violation notices (or other proof of the conditions problems) as Exhibit B. After you start escrowing rent the court will notify the landlord that the rent is being held in escrow. Continue to pay rent to the Clerk of Court each month on or before the date the rent is due.



What to do if repairs are completed?

If your landlord fixed all the problems with your home, and you are satisfied with the repairs, then you should end the escrow account and have the money in escrow released to the landlord.

To do this, you should contact your Municipal Court. Most of the time the court will require you to come in and sign a form releasing the money to the landlord and dismissing your escrow account. The court may want to see your ID to confirm you are the tenant.

What if things don't work out at mediation and the landlord is still not making repairs?

You can also file motions with the court, asking that the Court:

- (1) order the landlord to make the repairs,
- (2) reduce your monthly rent until the repairs are made.

- (3) Also, if there is enough money in the escrow account to allow you to make the repairs, you can ask the court to release the money to you, so you can make the repairs.

More information on these options is discussed on the next page.

Further Options : Requesting Court Orders

You can also file motions asking that the court (1) order the landlord to make repairs, (2) reduce your rent until the repairs are made, and, if there is enough money in the account, (3) release the escrowed money to you so that you can make repairs.

Instead of waiting for the mediation, you can file motions for repairs and reduction in rent at the same time you file your application to start the rent escrow account. If you file a motion the court will schedule a hearing to decide if it will grant the motion.



Step 1: Fill Out a Motion.

On pages 17-18 is a sample “O.R.C. §5321.07(B) Motion for Order(s)”. A blank motion you can use is on pages 19-20. When you file your rent escrow application you will be given a case number. Put that case number on the motion. Fill in the Plaintiff/Tenant and Defendant/Landlord names. Fill in the dates of the letter you sent to the landlord requesting repairs, the date you started your rent escrow account, and the amount the court is holding in the escrow account.

Attach **the letter requesting repairs** to your motion. This will show the court you have advised the landlord of the conditions problems. In the “Certificate of Service” section, fill in the date you will be able to mail a copy of your motion to the landlord.

Step 2: File the Motion.

Make two sets of photocopies of the motion. Mail one set to your landlord (or your landlord’s attorney if your landlord is represented by an attorney). Take the original and the other photocopy to the **your County’s Municipal Court Clerk’s office** and ask to file the motion. The clerk will keep the original and return a time-stamped copy to you for your records. There may or not be a filing fee for this motion. If there is, you can ask the court for an affidavit of indigency to waive the fee.

If you file this Motion the court will make arrangements for a court hearing. You will get a notice of that hearing in the mail. It will give you the time and the location of the hearing.

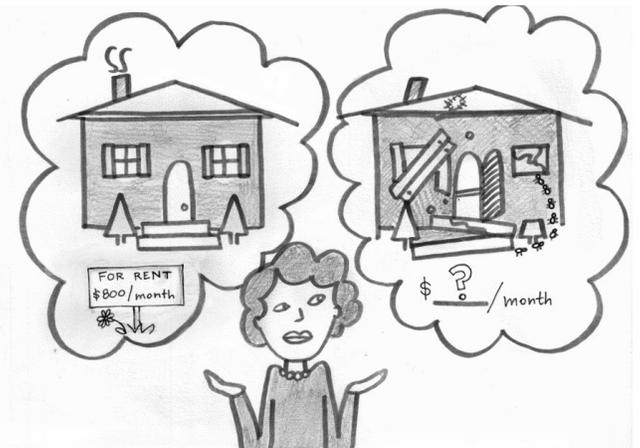


Step 3: Bring proof to the hearing.

At the hearing you should bring proof that the repairs have not been made, especially if you checked the box asking that the court order that repairs be made. Your proof could be some photos or code enforcement letters that show the problems still exist, or just your testimony that the problems still exist. You can also bring witnesses who could testify that they have been to your rental property recently and that the problems still exist.

If you are asking that the rent be lowered

the judge might ask for your opinion on what you think the reasonable rental value of the property is with all of its problems. For example, if the rent is \$500 per month with everything working properly, how much is it worth with the problems that exist? You should tell the court your opinion on what the reasonable rental value of the property is with the problems (what you think it is worth) based on your rental experiences. Some courts have found the reasonable rental value to be \$0 per month for extremely bad conditions. Most courts will find that the rental has some value, but not the full rental value.



If you are asking that the rent escrow money be released to you

so that you can make the needed repairs, it would be helpful to bring an estimate of what it would cost to make the repairs. That way the judge can see that you are serious about using the money for repairs and that releasing the escrow money will allow you to correct the conditions problem.

SAMPLE MOTION FOR ORDERS

IN THE FRANKLIN COUNTY MUNICIPAL COURT
COLUMBUS, OHIO

Tony Tenant : Case No. _____
Plaintiff /Tenant

v. : O.R.C. §5321.07(B) MOTION FOR ORDER(S)

Larry Landlord :
Defendant/Landlord

Now comes the Plaintiff/Tenant, Tony Tenant (name), and moves for the following order(s) pursuant to Ohio Revised Code §5321.07(B)(2) :

(Check the box(es) to indicate what you want the court to order)

- An order directing the landlord to remedy the condition.
- An order reducing the periodic rent due the landlord until the landlord remedies the condition.
- An order that the deposited rent be released to Plaintiff so that Plaintiff can use it to remedy the condition.

MEMORANDUM IN SUPPORT OF MOTION

Plaintiff notified Defendant/Landlord of conditions problems on the date of 2/25/2014.

A copy of the notice is attached hereto as Exhibit A.

Plaintiff began depositing rent with this court on the date of 3/30/2014. So far Plaintiff has deposited a total of \$ 800 with the court. Plaintiff is current in rent payments.

Defendant has still not taken any action to remedy the conditions problems at the rental unit. Those conditions problems include: A leaky roof, bed bugs, exposed electrical outlets, and gaps around the windows which let in the elements and bugs.

Ohio Revised Code Section 5321.07(B)(2) provides that the court may issue orders requested above.

Respectfully submitted,

Tony Tenant

(Plaintiff/Tenant's signature)

358 Chestnut Drive

Columbus, OH 43228

(123)456-7890
(Plaintiff/Tenant's printed name, address, and phone no.)

CERTIFICATE OF SERVICE

A copy of the foregoing was mailed by regular United States Mail to the Defendant, or, if the Defendant is represented by an attorney, to the Defendant's attorney, on the following date: April 17, 2014:

Tony Tenant

Plaintiff

IN THE _____ COUNTY MUNICIPAL COURT
OHIO

_____ : Case No. _____
Plaintiff/Tenant
v. : **O.R.C. §5321.07(B) MOTION FOR ORDER(S)**
_____ :
Defendant/Landlord

Now comes the Plaintiff/Tenant, _____ (name), and moves for the following order(s) pursuant to Ohio Revised Code §5321.07(B)(2) :

(Check the box(es) to indicate what you want the court to order)

- An order directing the landlord to remedy the condition.
- An order reducing the periodic rent due the landlord until the landlord remedies the condition.
- An order that the deposited rent be released to Plaintiff so that Plaintiff can use it to remedy the condition.

MEMORANDUM IN SUPPORT OF MOTION

Plaintiff notified Defendant/Landlord of conditions problems on the date of _____. A copy of the notice requesting repairs is attached hereto as Exhibit A.

Plaintiff began depositing rent with this court on the date of _____. So far Plaintiff has deposited a total of \$_____ with the court. Plaintiff is current in rent payments.

Defendant has still not taken any action to remedy the conditions problems at the rental unit. Those conditions problems include: _____

_____.

Ohio Revised Code Section 5321.07(B)(2) provides that the court may issue orders requested above.

Respectfully submitted,

(Plaintiff/Tenant's signature)

(Plaintiff/Tenant's printed name, address, and phone no.)

CERTIFICATE OF SERVICE

A copy of the foregoing was mailed by regular United States Mail to the Defendant, or, if the Defendant is represented by an attorney, to the Defendant's attorney, on the following date: _____:

Plaintiff

The Landlord filed a Motion Asking for the Rent to be Released to the Landlord. A hearing is scheduled. What do I do?

Landlords, or their attorneys, sometimes will file a motion asking that the escrowed money be released to them. This may be called a “5321.09 Motion”. The court will then schedule a hearing to decide if the money should be released to the landlord.

Escrowed Money will generally be released to a landlord if:

- 1. The conditions the tenant complained about have been remedied (or never existed).**
- 2. The tenant was behind in rent when the tenant started escrowing rent.**
- 3. The tenant did not give written notice of the conditions problems or did not wait a reasonable amount of time for the repairs before starting escrow.**

At the hearing you should bring proof to show:

- 1. You gave written notice to the landlord and waited a reasonable amount of time before escrowing your rent. Bring copies of any written notice, and proof (such as a certificate of mailing) if you have it.**
- 2. That you were current in rent when you started escrowing your rent. Bring proof of the last rent payment you made (such as a receipt) if you have it. If you started escrow after the official due date (for example the lease says rent is due the 1st but you have a pattern of paying it on the 5th) bring receipts to show the landlord typically accepts the rent on the 5th.**
- 3. That the conditions problems you complained about exist and have not yet been remedied. Bring copies of Code violation notices as well as recent pictures or other proof to show the problems have not been remedied.**

Helpful Contacts

Municipal Courts:

Delaware-	(740) 203-1550 www.delawareohio.net/government/departments/municipal-court
Madison-	(740) 852-1669 www.co.madison.oh.us/departments/court_system/municipal_court/index.php
Marion-	(740) 387-2005 www.marionmunicipalcourt.org
Morrow-	(419) 947-5045 www.morrowcountymunict.org
Union-	(937) 644-9102 ww.municourt.co.union.oh.us

County Auditors:

Delaware-	(740) 833-2900	www.delawarecountyauditor.org/
Madison-	(740) 852-9717	www.auditor.co.madison.oh.us/
Marion-	(740) 223-4020	www.co.marion.oh.us/auditor/
Morrow-	(419) 946-4060	www.auditor.co.morrow.oh.us/
Union-	(937) 645-3003	www.co.union.oh.us/Auditor/

HOW TO CONTACT LASC:

FRANKLIN & MADISON

Call (614) 241-2001 or Toll Free 1-888-246-4420
1108 City Park Avenue, Columbus, OH 43206
Office Hours: 9:00am-3:30pm Monday-Friday

DELAWARE, MARION, MORROW, & UNION

Call (740) 383-2161 or Toll Free 1-888-301-2411
150 Oak Street, Marion, OH 43302
Office Hours: 9:00am-4:30pm Monday-Friday

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