



# Rights and Duties of Tenants In Ohio



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## Introduction

This handbook was prepared to generally advise tenants of their rights and duties. However, simply knowing your rights may not be enough. You may need an attorney to help you enforce your rights. The materials presented here have been prepared from sources believed to be accurate and reliable. However, the possibility of human and/or mechanical error does exist. Also, the law does change from time to time so you should not rely on this handbook as the final word. Instead, you should contact your local Legal Aid if you have a legal problem. Please note: if you are living in subsidized housing you may have additional rights and responsibilities which are not described in this book.

**Legal Aid also offers separate packets on the following housing topics:**

- Moving out of the Place you Rent
- Requesting a One-Week Continuance
- Evictions: What to do? How to Respond?
- What to do if your landlord does not pay the utility bill
- How to get an eviction dismissed as “moot”

# Moving In

Many tenants sign a lease. If you don't, you still have most of the same rights as tenants who have leases.

**If you do not have a lease**, make sure you have the following information:

- Landlord's name and address
- When and where rent will be paid
- Which utilities you will pay and which the landlord will pay
- If utilities are to be shared with other tenants, confirm the portion you have to pay.
- Garbage removal, snow removal and grass cutting responsibilities



## Red Flags

- If you see issues in the apartment that need to be repaired right away, it is a good idea to not move in until the repairs are made. If you cannot wait, but the landlord promises to make the repairs, write your own list of all repairs that are needed and give it to the landlord. **Always keep a copy of any papers you give the landlord!**
- Be careful if the landlord promises to pay you or to reduce your rent if you make repairs. Make sure that the amount he will pay or reduce your rent is in writing.
- Ask to get all these things in writing. Anything that is written will protect you because the landlord will not be able to deny it.
- Verbal agreements are not recommended, but if verbal agreements are made, try to have a witness who could testify later about what was said. It is best if the witness is not a relative or close friend, but someone like a neighbor or a member of a tenant's union. However, if no one else is available, use the relative or friend.

## READ YOUR LEASE!



**If you have a lease, this is what you would like it to contain at a minimum:**

- A property description or address
- Names of the tenant and the landlord and the landlord's address
- Duration of the lease and due date for rent and how and where rent should be paid
- Amount of rent and any "late charges" associated with late payments of rent
- Responsibilities for maintenance of the rental unit
- Notice requirements to terminate a lease
- Tenant rights and responsibilities; Landlord rules and regulations

**After you have read your lease, line by line, and you feel that you understand all the provisions, tell your landlord about any changes you think are needed.**

## Items to look for:



- Sublease provision
- Length of lease
- Maintenance responsibilities
- Rules and regulations
- Security deposit
- Whether utilities are included in rental payments
- Use of laundry and recreational facilities

## UNLAWFUL LEASE PROVISIONS



While the majority of landlords are fair, there may be some who will take unfair advantage of a renter. Therefore, some leases may have sections that are **generally unlawful**. The following are some examples:

- A provision that forces you to agree to accept the blame in any future dispute with your landlord. Such a clause will usually provide that you will pay your landlords legal fees in any court action taken against you
- A provision giving your landlord the right to retake possession of the premises without first going to court
- A provision permitting the landlord to take unfair advantage of you, such as requesting and failing to return “security deposits” or “prepaid rent” under false pretenses or without the proper evidence
- A provision permitting the landlord to take possession of your personal property for non payment of rent
- A provision freeing the landlord from responsibility for negligence in causing you or your guests any injury.
- A provision permitting retaliation against you by eviction, shutting off the water, padlocking doors or turning off heat for such things as complaints to the proper authorities about housing code violations, trying to organize a tenant union, and making “Do It Yourself” repairs
- A provision permitting the landlord to force you to continue to pay rent for a dwelling gutted by fire, tornado, or other disaster

**Note:** Even though these clauses are unlawful, you may be forced to go to court to pursue your rights. 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. In deciding whether to rent to you, a landlord may contact a credit reporting agency to see if other landlords have reported you as a good tenant or say whether you paid your rent and other debts.

# What Ohio Law Says a Landlord Must Do

The landlord has a number of obligations the law says he must perform, even if the lease says he does not, or even if there is no written lease.

## The Landlord Must:



- Make the house or apartment comply with all building, housing and health codes that significantly affect health and safety.
- Make all repairs necessary to make the house or apartment livable.
- Keep in good working order all electrical, plumbing, heating and ventilation systems and all appliances supplied by the landlord.
- Supply adequate hot water and heat at all times, although the tenant may be required to pay for these services.
- Keep hallways and stairways safe and sanitary.
- Provide garbage cans (if they own four or more units in the same building).
- Give the tenant at least 24 hours notice before they enter the apartment. A landlord cannot walk in whenever they want for any reason, except for an emergency, and even if they give notice, they must have a legitimate reason to enter.
- Begin an eviction against a tenant if they have good reason to believe the tenant is using or selling illegal drugs on the property.

# What Ohio Law Says a Landlord Cannot Do:

There are several activities that landlords are prohibited from doing:

- A landlord cannot do anything to prevent their tenant from exercising certain rights. They cannot increase rent, decrease services, bring or even threaten to bring an eviction because a tenant has complained to them or to the city about a code violation or because a tenant participated in a tenant's union.
- A landlord is not permitted to shut off utilities, change the locks, set out a tenant's possessions or threaten any of these acts in an effort to make a tenant move out of an apartment.
- A landlord cannot enter an apartment whenever they want or repeatedly demand to enter.
- A landlord is not permitted to remove any property belonging to a tenant from a dwelling without proper court action or to keep the tenant's property as collateral in order to force a tenant to pay rent.



Even if a tenant is behind in paying rent, a landlord has no right to do any of the things listed in this section. It is permissible and likely, however, that a landlord will file an eviction action for the nonpayment of rent. If a landlord does any of the things listed in this section, the tenant should consult Legal Aid or a private attorney.

# What Ohio Law Says the Tenant Must Do:



## PAY YOUR RENT



As a tenant, you must pay rent every month. Even if you have a lease, your landlord usually can force you to move if you do not pay your rent on time (by filing a court action).

If you do not have a written lease, your landlord normally can raise your rent by any amount they want if they give you proper notice. If you pay your rent on a monthly basis, your landlord must notify you at least 30 days in advance of the next time rent is due. For example, assume your rent is due on the first of each month. If on May 15th they tell you your rent will be raised from \$120 to \$150, that is less than 30 days before June 1st, so your rent should not go up until July 1st. If you pay rent on a weekly basis, your landlord must give you seven days notice before raising the rent.

Make sure you get a receipt each time you pay the rent. Do not agree to have a receipt sent to you by mail. If you pay by check or money order, keep your cancelled check or your copy of the money order, which will help prove that you paid the rent. However, if you pay by money order, it is best to also try to get a receipt. If there is a dispute, you should begin tracing your money order as soon as possible. The stub alone may not be sufficient to show that you have paid.

## OTHER TENANT RESPONSIBILITIES

Besides paying your rent on time, you have other legal obligations as a tenant:

- In general you must avoid damaging the apartment.
- You must keep your apartment or house safe and sanitary.
- You must dispose of trash and garbage in a sanitary manner.
- You must keep all appliances that the landlord provides in good working order.
- You must keep the electrical and plumbing fixtures clean and use them properly.
- You must not damage the apartment or permit your guests or visitors to do so.
- You must not disturb other tenants.
- You must permit your landlord to enter your apartment if they make a reasonable request and give you a reasonable notice (which is presumed to be 24 hours) and enter in a reasonable manner. If you think your landlord is harassing you or making unreasonable demands for entry, contact Legal Aid or another attorney
- You are responsible to your landlord for any damage you cause. Your landlord can file an eviction if you damage the property or they can take the money out of your security deposit when you move out. They can also sue for additional damages if the security deposit does not cover the damages. However, you are not responsible for normal wear and tear (for example, walls that routinely need to be repainted, or plumbing fixtures that break down because of long use.)

# What Ohio Law Says the Tenant Must Do (CONTINUED)

Your landlord can evict you if you do not perform your obligations. To evict you for some of these violations (that is, violations that materially affect health and safety), they must give you written notice of the violation. If you do not remedy the condition within 30 days, your landlord can begin an eviction action in court.

**Note: A 30 day notice is not required if the landlord is evicting you for non-payment of rent or for certain violations of a written rental agreement. They also are not required to give you a 30 day notice if you engage in actions relating to the use or sale of illegal drugs.**

## What a Tenant can do about Problems with a House or Apartment :



### GET IT IN WRITING.

If a landlord does not comply with their obligations, a tenant has the right to give them a written notice of the problem and ask them to correct it.



### WORK TOGETHER.

Tenants have the right to form a tenant's union. This way they can all work together to help solve their problems. They can all give the landlord notice of repairs that are needed in their building, and if necessary, they can all escrow rent.



### CALL CITY CODE.

Also, a tenant has the right to notify the building, housing or health department of any violations of any city codes. A tenant has the right to request an inspection of their house or apartment. Each location has a different process for these requests, so you should check with your local government.



### GATHER PROOF.

Tenants should make sure they have proof of damages so they will be able to convince a judge or jury. Pictures or videos should be taken, and a witness should inspect the apartment. It is better that witnesses not be related to or close friends of the tenant. However if you have no other choice, use your friends and relatives. An inspection report can be used to prove violations of the landlord's obligations.

**NOTE: If you make your own repairs to the apartment, your landlord will not be required to pay you for the work you did unless he signed a written agreement or you can convince the Court that he made an oral promise to you. This practice is not recommended.**



# Depositing Rent (Escrow)

As a tenant, the only time you do not have to pay rent to your landlord is when you pay it into “escrow” with the court. Before you escrow rent, you need to follow very specific steps. Otherwise, your landlord will be able to get your money out of escrow and may be able to evict you. The escrow process can assist tenants with forcing their landlords to make repairs to the property.

If you believe your landlord has violated any of his obligations under the rental agreement or under state law, or if he has violated a building, housing, health or safety code that materially affects health and safety, for example if he has not made necessary repairs, you should give him a written notice of the violations. The notice should be specific and say exactly what the landlord has done or not done that violates his obligations. You should keep a copy of the notice and a copy of the envelope the notice was sent in.

You will need to wait a reasonable amount of time, up to 30 days, before you can deposit your rent with the court. You must be current in your rent, and you must deposit the rent on the day that it is due.

Many tenants do not realize what is necessary before filing an escrow case. Simply withholding rent to force repairs is not allowed.

## Moving Out: When the Tenant Wants To

### *IF YOU LEAVE EARLY :*

If you have a lease, you have an agreement to stay in your house or apartment until the lease expires. If 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 should not be obligated to pay any rent for periods after you have moved out **if you do one of the following:**

- The landlord agrees to let you sublet your apartment and the person who takes over the apartment pays the rent on time. (If he does not pay, your landlord can require you to pay for the months they miss.)
- Your landlord has broken one of his obligations and you gave them 30 days notice to correct the problem and it was not corrected and the court cancels your obligation.
- You work out an agreement with the landlord. Make sure the agreement is in writing.
- The landlord rents your residence to someone else who pays the same or higher rent than you did.
- The landlord does not make any efforts to rent to a new tenant.

## ***WHEN THE LEASE ENDS :***



When your lease ends, you cannot always just walk out. Read your lease; it might require you to give 30 or more days before you leave. If you want to stay, your landlord may want you to sign a new lease or may make you a month-to-month tenant. Then, in order to leave, 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. If you pay your rent once a month the notice must be given 30 days before the next time your rent is due; if you pay once a week, the notice can be only 7 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.

## **Moving Out: When the Landlord Wants You to**

**NO WRITTEN LEASE:** If there is no written lease involved, a landlord can end a rental agreement by simply giving a tenant notice to vacate 30 days before the date rent is due if the tenant pays rent monthly (or seven days notice if the tenant pays weekly.)

**WRITTEN LEASE:** If there is a written lease, the tenant can stay until the lease expires, unless the landlord claims there has been a violation of the lease. Providing there have been no violations, a tenant may be able to stay either by getting the landlord to agree to renew the lease or by entering into a month-to-month tenancy. Many leases provide that the tenancy is automatically renewed on a month-to-month basis unless one of the parties gives notice. If the landlord accepts your rent after the lease terminates, they will generally be renewing on a month-to-month basis, but read your lease to be sure what it says.

## **A landlord can evict a tenant *with or without* a lease if:**

- The tenant does not pay rent when it is due.
- The tenant stays in the apartment after the lease has expired, without paying rent.
- The landlord gave a 30-Day Notice to Move and the tenant stays in the apartment past the deadline. (There is an exception to this for public housing tenants.)
- The landlord gave the tenant a notice to correct a condition in the apartment and the tenant does not correct the problem within 30 days. *Note: a tenant will not get a 30 day notice or a chance to correct the problem if the problem is one involving the use or sale of illegal drugs.*
- The tenant violates a reasonable and fair term of the lease.
- If the tenant is engaged in illegal drug activity.
- The tenant is a registered sex offender and is residing in an area where the law does not allow the offender to live .

## **What a Landlord Must Do to Legally Evict a Tenant:**

A landlord must file an action in court before evicting a tenant. If you want more information on what to do if your landlord files an eviction, check out our *Evictions: What to do? How to Respond?* packet.



## **SECURITY DEPOSITS**

A landlord is permitted to request a security deposit of any size he wants. If the tenant stays in the unit for at least six months, the landlord must pay interest on any part of the deposit that exceeds one month's rent. The landlord may keep the deposit when the tenant moves out for any unpaid rent or for damages beyond normal wear and tear done to the apartment.

Even before you move in, you can prepare to get your security deposit back. Inspect the apartment with someone who can be your witness and, if possible, with your landlord too. Make a written list of the defects, give a copy to your landlord and ask them for a written statement that they will correct them. Make sure you list all defects. Take pictures.

When a tenant moves out, they should make sure the apartment is clean, remove all property, clean the oven and refrigerator, and leave the apartment in the condition a new tenant could be expected to move in. Normal wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use) is not the tenant's responsibility. Anything damaged by the tenant or mis-used is the tenant's responsibility.

# SECURITY DEPOSITS, CONTINUED

Upon moving out, the tenant should go through the apartment 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.

The tenant should return the keys to the landlord and give them an address in writing to which the landlord can send the security deposit.

Within 30 days, the landlord is required to return the deposit or send a written statement explaining in detail why the deposit (or any part of it) is not returned.

## WHO CAN HELP

### Lawyers:



To find out if you are eligible for a Legal Aid Lawyer, call please contact your local Legal Aid.

**SOUTHEASTERN OHIO LEGAL SERVICES:** 1-844-302-1800

**FRANKLIN & MADISON counties:** (614) 241-2001 or Toll Free 1-888-246-4420

**DELAWARE, MARION, MORROW, & UNION counties:** 740-383-2161 or Toll Free 1-888-201-2411

If you can pay for a lawyer you can call your local bar association.

# WHO CAN HELP, CONTINUED:



## **Prevention, Retention & Contingency Program (PRC):**

If you have either a child or an individual pregnant in their third trimester in the household, the local County Department of Job and Family Services may be able to help you stay in your apartment or help you move into a new apartment by providing money for rent and/or a security deposit. Talk to your caseworker to see if you are eligible.



## **Building Inspector or Health Department:**

As a tenant you can call your local City Code Enforcement Division or Health Department. An inspection report could be good evidence to present in court. You could have even better evidence if the inspector comes to court with you.



## **Community Mediation Services or Court Mediation Services**

Mediators can help resolve disputes between landlords and tenants. Community Mediation Services is available at (614) 228-7191 in Central Ohio, or your local court may have mediators on staff.

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