Ohio Tenant - Landlord Law

General Guidelines

The Ohio Tenant-Landlord Law, effective November 4, 1974, applies to most landlord-tenant relationships and governs most rental agreements whether oral or written. This brochure is designed to help you understand your rights and responsibilities under this law. **It is not intended to provide definitive legal advice.** We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

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 law has no provisions for rent control. A landlord can still raise a tenant's rent unless the tenant is a resident of subsidized housing or has a written agreement stating the amount of rent for a certain period of time.

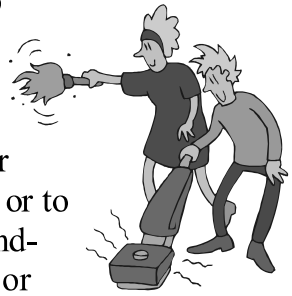
This brochure contains only the State Law and does not include different city ordinances which may add to local tenant-landlord legislation in those municipalities which have them.

Check with your local court house for local laws and updates.

THE LANDLORD'S DUTIES

The landlord must: Comply with requirement of any building, housing, health or safety codes which materially affect health and safety; Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; Keep the common area of the building safe and sanitary; Provide trash and waste receptacles, if there are four or more apartments in the building; Supply running hot water, a reasonable amount of hot water, and reasonable heat at all times; Give tenant reasonable notice of intent to enter into a tenant's apartment and enter only at reasonable times; PROVIDE THE TENANT WITH THE NAME AND ADDRESS OF LANDLORD AND AGENT, IF ANY, IN WRITING AT THE BEGINNING OF TENANCY; Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good safe working condition, when these things are supplied or required to be supplied by the landlord; Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

THE TENANT'S DUTIES



The tenant must: Keep the premises safe and sanitary; Keep premises free of trash and garbage; Use and operate all electrical and plumbing fixtures properly; Comply with the requirements imposed on tenants by applicable housing, health and safety codes; Allow the landlord or agent to enter the apartment for inspection to see what repairs are needed, or to make repairs or improvements at reasonable times, if the landlord or agent has given reasonable notice; Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises; Not act in a manner that will disturb any neighbor's peaceful enjoyment of the premises.

RETALIATORY EVICTION

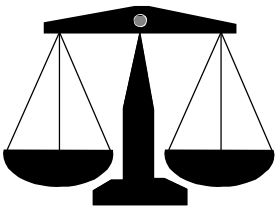
A landlord cannot retaliate against a tenant by increasing rent or decreasing services, or evict the tenant from the premises because: The tenant has made a complaint to the appropriate City or County Department about conditions in the apartment or rental unit which might not be in compliance with the health, housing, or fire codes, and which conditions materially affect the health and safety of the tenant, and were not caused by the tenant; The tenant makes a general complaint to the landlord about violation of tenant-rights; The tenant joins, organizes or participates in a tenant's union or resident's council.

If the landlord is found to have retaliated for any of the above reasons, the tenant may recover actual damages and attorney fees.
Even if the tenant claims "retaliation", the landlord may still evict the tenant if: The rent is overdue; There are code violations caused by the renter or tenant's visitor or guest; The lease or rental agreement has expired; The apartment is ordered evacuated for repairs or declared condemned to be torn down.

REMEDIES AGAINST RETALIATION

If being evicted and landlord retaliation is suspected, the tenant may; Use the retaliatory action of the landlord as a defense in an eviction; Bring a civil lawsuit against the landlord when a landlord uses a self-help eviction or acts of retaliation; Sue for damages and attorney fees; Terminate the rental agreement or lease contract.

LEGAL ACTION BY A TENANT



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 notify the landlord about the conditions and request that they be corrected. The written notice must be sent to the person or place where the tenant usually pays rent.

If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending upon the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may: Deposit all rent with the Clerk of the Municipal or County Court having jurisdiction (there is a fee and the court will schedule a hearing with a referee); File a law suit requesting a rent reduction until the necessary repairs are made (and gain Court's permission to use withheld rent to make repairs); Terminate the lease or rental agreement.

> ***Note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of that fact at the time they make their rental agreement.***

RENT WITHHOLDING

The law allows the tenant to legally withhold rent under certain conditions involving the court. By depositing rent with the Court, the tenant forces the landlord to take some action to recover rent money. The landlord must repair the conditions and apply to the court for an order releasing the rent. If the landlord brings legal action, the tenant has the right to defend and sue for damages, but this is not an eviction action.

The tenant should SEEK LEGAL ASSISTANCE to file a claim for rent reduction or for use of the money for repairs.

A landlord cannot legally raise the rent, decrease his services or bring or threaten to bring an eviction action against a tenant merely because of complaints.

Any landlord whose tenant has deposited rent with the Clerk of Courts may request that the Court release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied.

The Court also may release the rent on the grounds that: The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts; The landlord did not violate responsibilities imposed by the rental agreement or by any building, housing, health or safety codes; The tenant did not give notice correctly. The clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

During any court action the Court may release withheld rent to the landlord to pay interest and principle on a mortgage, insurance premiums, real estate taxes, repairs, and operating cost for the premises.

If the court finds that the condition about which the tenant complained in the notice was caused by the tenant and that the tenant deliberately acted in bad faith, the tenant will be liable for damages caused to the landlord and for court costs and attorney fees.

LEGAL ACTION BY LANDLORD

If a tenant violates any of the tenant duties or obligations, the landlord can recover actual damages and attorney fees, terminate the rental agreement, and seek eviction or injunctive relief to gain entrance to the apartment if reasonable access was denied by the tenant.

When the tenant's activities affect the health and safety of the premises, the landlord must give 30 days to correct the problem, and may then terminate the rental agreement through the usual court eviction procedures.

EVICTION PROCESS

A landlord or owner wishing to evict a tenant for breach of the rental agreement must notify the tenant to leave the premises three days or more before beginning court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence.

In most other cases, except those dealing with drugs, the landlord must give the tenant 30 days notice of termination, prior to giving the 3 day notice.

DRUGS IN HOUSING

In 1990, the Landlord Tenant Act was amended. A landlord is now required to start an eviction action against a tenant if the landlord has actual knowledge or "reasonable cause to believe" that the tenant, any member of the tenant's household or any person on the premises with the consent of the tenant is engaged in or engaged in the past in a violation of a criminal law involving controlled substances. A landlord has "reasonable cause to believe" drug activity is occurring if a valid search warrant has been issued, the controlled substance described in the search warrant was found during the search and the landlord was later informed about the situation by the police. An eviction action must be started whether or not the tenant or other person is charged with or ever convicted of a criminal offense. This provision also applies even if the other person is a delinquent child or guest of the household.

In order to evict a tenant alleged to be involved in drug activity, written notice to terminate the tenancy must be given to the tenant by the landlord. However, the landlord only needs to give the tenant a three-day notice. The landlord must still go through court proceedings before a tenant may be lawfully evicted. Again, special rules apply to drug cases in court. For instance, a continuance of the trial date is not permitted even if the landlord wants a postponement.

The amendments cover a wide variety of drugs and activities. A tenant may be evicted if the drug involved is marijuana, cocaine or some other illegal drug. There is also no distinction made between the use, possession or sale of drugs. Use, possession or sale of drugs by any household member or guest in the rental unit can result in eviction.

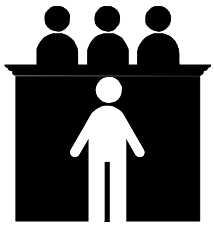
EVICTION NOTICE

Every notice given by a landlord to recover properties or premises from a tenant shall contain language printed or written in an obvious manner as follows…

> ***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.***

The summons in a court action will be mailed or served on the tenant. It explains the time and place of trial, and must be given to the tenant five days before the day of the court hearing.

COURT SUMMONS



Every summons or subpoena given to a tenant for court eviction action should be printed or written in the following manner…

> **A complaint to evict you has been filed with the court. No person shall be evicted unless his right to possession has ended and no person shall be evicted in retaliation for the exercise of his or her lawful rights. If you are depositing rent with the clerk of this court, you shall continue to deposit such rent until the time of the court hearing. The failure to continue to deposit such rent may result in your eviction. You may request a trial by jury. You have the right to seek legal assistance. If you cannot afford a lawyer, you may contact your local legal aid or legal service office. If none is available, you may contact your local bar association.**

If the tenant has any defense to the eviction action, or any claim against the landlord, the tenant should consult with an attorney before the court hearing. There are many legal defenses to an eviction, which cannot be explained in this booklet. Also, tenants have the right to a trial by jury. The tenant may present defenses at the court hearing without filing a written answer. However, it is best to file a written answer if possible. A demand for a jury should also be in writing.

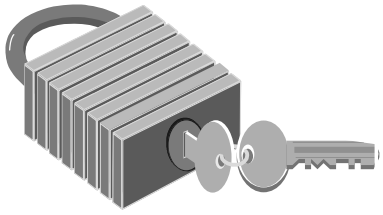
In addition to any defenses you as a tenant may have, you may counterclaim for injury and damages to you or your property caused by a breach of legal duties or obligations under the rental agreement or under the law. If you do counterclaim and the amount of the damages you .are awarded on the counterclaim is equal to or greater than the amount of rent due, you cannot be evicted.

The Court may order you to pay into Court all or part of the past due and future rent. If the amount paid into Court plus damages you are awarded on your counterclaim are greater than, or equal to the fair rental value decided by the Court, you cannot be evicted.

Usually if the court rule in the landlord's favor at the original hearing and the tenant is not off the property within ten days, then the court authorizes a bailiff or sheriff to remove the tenant's possessions or furnishings from the unit onto the street.

THE TENANT SHOULD SEEK LEGAL ASSISTANCE IF A COMPLAINT, EVICTION NOTICE OR COURT SUMMONS IS RECEIVED.

LOCKOUTS & UTILITY SHUTOFFS

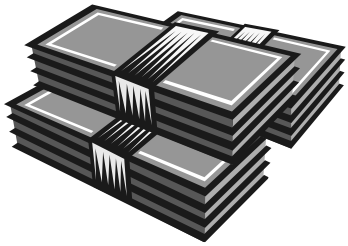


The landlord may not move a tenant's furniture from the apartment, lock a tenant out or threaten any unlawful act, including utility shut-off, to force the tenant to move. The landlord can only evict after a court hearing and with a lawful court order, or the landlord risks liability to the tenant for all damages and reasonable attorney fees. Even after a legal eviction, the landlord has no right to keep the tenant's property.

TENANT'S UNION

A tenant may not be evicted or have his rent raised for joining, participating in, or organizing a tenant's organization.

SECURITY DEPOSIT



At the end of a lease and within 30 days after a tenant moves out of the apartment, the landlord or agent must return the security deposit. If less than all of the money is returned, the landlord must give the tenant a written statement of how the money not returned was spent.

The security deposit may be used to pay for any damages the tenant makes to the unit and any past due rent owed to the landlord. It may not be used to pay for "reasonable wear and tear" (normal wear that happens from day-to-day use of the premises).

If the landlord does not return a tenant's security deposit within 30 days, the tenant can sue for twice the amount wrongfully withheld plus attorney fees, provided the tenant gives the landlord a forwarding address in writing, or an address to which the amount due can be sent.

If the landlord requires a security deposit in excess of fifty dollars or one month's rent (whichever is greater) and the tenant resides on the premises more than six months, the landlord must pay interest on the excess amount to the tenant at the rate of 5% per year.

TERMINATION OF TENANCY

If you are a month-to-month tenant, either you or the landlord may end your tenancy by giving the other at least 30 days prior notice. If you are a week-to-week tenant, either you or your landlord may end your tenancy by giving the other at least seven days prior notice.

January 30, 1988…….EBL
(Revised 3/3/89, 3/1/91, 4/9/96)

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