

Legal Rent Withholding for Repairs

(Sec. 5321.07—5321.10, Ohio Revised Code)
Website: <http://codes.ohio.gov/orc/5321>

If the tenant reasonably believes that the landlord has failed to make repairs which are his responsibility, fails to keep the premises safe, or fails to meet the requirements of local or state health, safety and building codes, the tenant may take the following action:

Notify the landlord about the conditions and request that they be corrected. The **written** notice/letter must be sent to the landlord or to the place where the tenant pays rent. The notice should be sent via **certified mail, return receipt requested**. The tenant should keep a copy of this notice for his/her records.

The landlord must correct the condition within a reasonable time, depending upon how serious the problem is. In any event, the problem must be corrected within 30 days. If the landlord fails to make the repairs, **and** the tenant is **current in his/her rent payment**, then the tenant has three options:

1. The tenant may deposit the monthly rent in an Escrow account with the New Phila Municipal Court. Deposits must be made on or before the normal rent due date. There is no filing fee and an attorney is not required. You will need a copy of the notice that was sent to the landlord.
2. File a lawsuit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use the withheld rent to make the repairs).
3. Terminate the lease or rental agreement.

****NOTE: THE TENANT MUST BE CURRENT IN RENT PAYMENTS FOR THIS SECTION TO APPLY.**

The actions listed above cannot be taken against the landlord who rents to three or fewer apartments and has made written notice of this fact to the tenant at the time that the tenant entered into the lease/rental agreement. If the landlord has failed to disclose his/her name and address and the name and address of his/her agents, the owner gives up the right to a notice before a tenant takes legal action.

Check with the courts (or an attorney) for local procedures before beginning a rent deposit process:

New Philadelphia Municipal Court
330-343-6797
OR
Southern District Court (Civil Dept)
740-922-4795

Landlord's Response to Rent Withholding

(Sec. 5321.09 Ohio Revised Code)
Website: <http://codes.ohio.gov/orc/5321.09>

If a tenant has deposited rent with **New Philadelphia Municipal Court's Office**, the landlord may request release of the deposited rent upon showing that the request for repairs have been completed. Upon written notice from the tenant stating that the repairs have been made, the clerk's office will release the deposited rent, less any court costs to the landlord.

The landlord may apply to the court to obtain the release of the deposited rent, on the grounds that one of the following four things were present:

1. The tenant was not current in rent at the time the tenant deposited rent with the Clerk of Court.
2. The landlord did not fail to perform any duty placed upon him by the lease or by any applicable law
3. The tenant did not give written notice to the landlord correctly.
4. The landlord has made the necessary repairs and taken care of the problem.

If the court finds the matters claimed by the landlord are true, the court will order the release of the deposited rent.

A landlord can file a lawsuit against the tenant to recover damages, attorney fees, and court costs, if the notice provided by the tenant was to repair or remedy problems or damage caused by the actions or errors of the tenant, and/or that the tenant **intentionally acted in bad faith** in proceeding with the withholding action.



Lockouts & Utility Shutoff

The landlord may not move a tenant's furniture from his/her apartment, lock them out, or threaten any unlawful act including utility shut-off to get them to move. If this happens, the tenant may recover all his damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order. (Sec. 5321.15, Ohio Revised Code).

Assistance

If you cannot afford an attorney, but feel you need legal assistance, you may contact:

Southeastern Ohio Legal Services
330-339-3998 or 800-686-3670
332 West High Avenue
New Philadelphia, OH 44663
newphiladelphia@oslsa.org
<http://seols.org/New-Philadelphia>

If you have any questions about the information in this brochure or you need Fair Housing assistance, contact:

**Tuscarawas County Office of
Community & Economic Development**
330-365-3219
125 East High Avenue
New Philadelphia, OH 44663
tuscoced@co.tuscarawas.oh.us
<http://www.co.tuscarawas.oh.us/OCED>

FAIR HOUSING IS MORE THAN JUST A GOOD IDEA, IT'S THE LAW!

It is illegal to discriminate against any person because of Race, Color, National Origin, Ancestry, Religion, Sex, Familial status, Disability, Military Status (OH Law):

- 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 provision of real estate brokerage services

If you feel that you have been discriminated against, you may file a complaint with the following:

**Tuscarawas County Office of
Community & Economic Development**
330-365-3219
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US Dept of Housing and Urban Development (HUD)  
1-800-669-9777 or  
1-800-927-9275 (TTY)  
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Ohio Civil Rights Commission
888-278-7101
614-466-5928 (TTY)

Rev. 07/2010



Facts

Dear Citizens:

The Ohio Tenant-Landlord Bill, effective November, 1974, applies to most landlord-tenant relations and governs most rental agreements—whether written or oral.

None of the rights, remedies or obligations which the tenant or the landlord may have under this law may be taken away by any written or oral agreement.

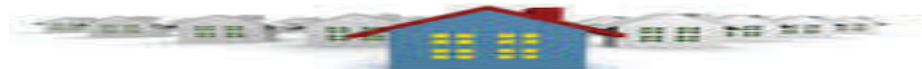
The Ohio Tenant-Landlord law does not apply to condominiums, prisons, jails, work-houses, halfway houses, hospitals, resident homes, agricultural labor camps, tourist homes, hotels, motels, some boarding schools, dormitories, orphanages, some farm residences and trailer courts. Ohio does have a law which outlines responsibilities and rights of Trailer Park operators and tenants. (Chapter 3733, Ohio Revised Code)

This pamphlet is designed to help you better understand your responsibilities and rights under the law. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

None of the information in this brochure constitutes legal advice. If you are in doubt regarding your legal rights, we recommend you seek legal assistance.



Tuscarawas County
FAIR HOUSING
330-365-3219



Landlord's Obligations

(Sec. 5321.04 (A), Ohio Revised Code)

Website: <http://codes.ohio.gov/orc/5321.04>

The landlord must:

1. Comply with the requirements of any building, housing, health, or safety codes which materially effect health and safety.
2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
3. Keep the common areas of the premises in a safe and sanitary condition.
4. Maintain in good & safe working order & condition all electrical, plumbing, sanitary, heating, ventilating, air condition fixtures, appliances, & elevators supplied by him.
5. When he is a party to any rental agreements that cover four or more dwelling units in the same structure, provide & maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of a dwelling unit & arrange for removal.
6. Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant & supplied by a direct public utility connection
7. Not abuse the right of access conferred by division (B) of section 5321.05 of the ORC.
8. Except in the case of an emergency or if it is impracticable to do so, give the tenant reasonable notice of his intent to enter & enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice.
9. Promptly commence an action under Chapter 1923 of the ORC after complying with division (C) of section 5321.17 of the ORC, to remove a tenant from particular residential premises, if the tenant fails to vacate the premises with 3 days of required notice from the landlord .

Tenant's Obligations

(Sec. 5321.05 (A), Ohio Revised Code)

Website: <http://codes.ohio.gov/orc/5321.05>

The tenant must:

1. Keep that part of the premises that he/she occupies and uses safe and sanitary.
2. Dispose of rubbish, garbage & other waste in a clean, safe and sanitary manner.
3. Keep all plumbing fixtures in the dwelling unit as clean as their condition permits
4. Use & operate electrical & plumbing fixtures properly.
5. Comply with the requirements imposed on tenants by the applicable state & local housing, health, and safety codes.
6. Personally refrain/forbid persons on the premises from destroying, defacing, damaging, or removing fixtures, appliances, etc.
7. Maintain in good working order & condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord & required to be maintained by the tenant under the terms and conditions of a written rental agreement.
8. Conduct himself & require other persons to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment
9. Conduct himself, & require persons in their household & premises to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Chapters 2925 & 3719 of the ORC or municipal ordinances that relate to controlled substances.

If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violations together with reasonable attorney fees, termination of the rental agreement, or other necessary action.



Leases/Rental Agreements

(Sec. 5321.17, Ohio Revised Code)

Website: <http://codes.ohio.gov/orc/5321.05>

Leases are important; without it tenancy can be terminated or rent increased by landlord after:

- ◆ A **seven** day notice if renting by the week.
- ◆ A **thirty** day notice if renting by the month.

The notice must be received prior to the "periodic rental date" which is usually the day rent is due.

Remember to:

- * **Read the lease,**
- * **Know what it says,**
- * **If in doubt, call an attorney.**

Rights of both parties are protected even if there is no formal written lease. The Ohio Revised Code is still in effect.

Evictions

(Sec. 1923, Ohio Revised Code)

Website: <http://codes.ohio.gov/orc/1923>

TERMINATING A LEASE/RENTAL AGREEMENT

If a landlord does not want to renew a lease with a tenant, or does not wish to continue with the oral or written agreement, he must do one of the following:

1. If there is a written lease that ends on a given day, nothing else is needed to end this lease.
2. If there is an oral or written agreement, the landlord must notify (should be in writing) the tenant that the agreement is ending with at least a **seven** day notice if renting by the week or at lease a **thirty** day notice if renting by the month.

A landlord may evict a tenant if...

- ◆ The tenant is delinquent in rental payments.
- ◆ The tenant cause severe damage.
- ◆ Required repairs are so large that the tenant must move out.
- ◆ The rental agreement has expired.

EVICITION PROCESS

A landlord or owner wishing to evict a tenant **must** notify the tenant to leave the premises three (3) or more days before beginning any court action.

A landlord or his agent **must** hand a written copy of the notice to the tenant in person, leave the notice at the tenant's residence or send the notice to him by certified mail (return receipt requested). The tenant **must** be advised that he/she may need legal assistance.

Every notice given under this section by a landlord to recover residential premises **shall** contain the following language printed or written in a conspicuous manner:

"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."

If the tenant does not vacate the premises, then the landlord must file a complaint at Municipal Court. The tenant must receive a court summons at least five (5) days before the hearing. Both parties may need an attorney. When a court hearing is held the judge will decide the case.

SECURITY DEPOSITS

Before the tenant moves, he/she must leave a forwarding address **in writing** with the landlord, or many legal remedies will not apply. At the end of the lease, the landlord must do one of the following within 30 days after the lease agreement ends & the tenant has turned over the apartment and the keys.

1. Return the full security deposit.
2. Return the balance of the security deposit with a list of all deductions, including any past due rent owed, list of damages that the tenant or their guest may have caused, etc. This list must be in writing and sent to the former tenant.

If the landlord fails to do either of the above, the tenant may receive (through the courts) double the amount wrongfully withheld (that amount the landlord should have returned, less any deductions), and reasonable attorney fees.

INTEREST ON DEPOSIT

If the landlord requires a security deposit in excess of one month's rent and also in excess of \$50.00, the landlord must pay 5% interest annually on the excess. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months. (Sec. 5321.16., Ohio Revised Code).