

Legal Rent Withholding for Repairs

(Sec. 5321.07 - 532 1. 10, Ohio Revised Code)

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 certified mail, return receipt requested. The tenant should keep a copy of this notice.

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 payments, then the tenant has three options:

1. The tenant may deposit the monthly rent with the Clerk of the 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 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 court or an attorney for local procedures before beginning a rent deposit process.

Landlords Response to Rent Withholding

(Sec. 5321.08, Ohio Revised Code)

If a tenant has deposited rent with the Clerk of the Municipal Court's Office, the landlord may request release of the deposited rent upon showing that the request for repairs has 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 the Court;
2. The landlord did not fail to perform any duty placed upon him by 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 apartment, lock him out, or threaten any unlawful act including utility shut-off to get him 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).

PHONE NUMBERS THAT MAY ASSIST YOU:

Municipal Court
Lucas County..... 419-936-3650

Health Department
Lucas County..... 419-213-4100

Metropolitan Housing Authority
Lucas County..... 419-259-9492

Department of Jobs and Family Services
Lucas County.....419-213-8999

Legal Services of Western Ohio:
Lucas County.....419-255-0814

NOTE: None of the information in this brochure is legal advice. For legal advice, contact an attorney.

FUNDED BY: Community Development Block Grant Funds U.S. Department of HUD

Lucas County Commissioners
Gina Kaczala
One Government Center, Suite 800
Toledo, OH 43604
419-213-3710

Great Lakes Community Action
Partnership
P.O. Box 590
Fremont, Ohio 43420
1-800-775-9767

YOUR RIGHTS AS A TENANT OR A LANDLORD



EQUAL HOUSING OPPORTUNITY FOR ALL

LUCAS COUNTY FAIR HOUSING PROGRAM

Landlord's Responsibilities

The landlord must: (Sec. 5321.04 (A), Ohio Revised Code)

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 area of the premises (including walks, etc.) safe and sanitary.
4. Provide trash and waste receptacles, if there are four or more apartments in the building and arrange for their removal.
5. Supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.
6. Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in case of an emergency.
7. Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of tenancy. If written lease, the owners name and address must be in the lease.
8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.
9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

Tenant's Responsibilities

The tenant must: (Sec. 5321.05 (A), Ohio Revised Code)

1. Keep that part of the premises that he occupies and uses safe and sanitary.
2. Dispose of trash and garbage in a clean, safe and sanitary manner.
3. Use and operate all electrical and plumbing fixtures properly.
4. Comply with the requirements imposed on tenants by the applicable housing, health, and safety codes.
5. Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice (at least 24 hours notice unless an emergency).
6. Not intentionally or negligently destroy, damage or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
7. Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
8. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions or a written rental agreement.

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 actions.

Leases/Rental Agreement

(Sec. 1923, Ohio Revised Code)

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 the rent is due.

Remember:

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

Rights are protected even if there is no formal, written lease. The Ohio Revised Code is still in effect. (Sec. 5321.17, Ohio Revised Code).

Evictions

(Section 1923, Ohio Revised Code)

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 rental 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 rental agreement, the landlord must only 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 least 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 caused severe damages
- required repairs are so large that the tenant must move out
- the rental agreement has expired

Eviction 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 and 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 court) 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).