

Terminating a Rental Agreement

Either a landlord or a tenant may terminate a month-to-month agreement by giving a full thirty days notice to the other party. The thirty days begins on the next rental due date and runs with the rental period.

A written rental agreement (lease) normally specifies the method for termination or renewal. If termination or renewal is not specified, then the agreement ends on the date in the agreement.

A landlord may give a tenant a notice that the tenant is not complying with a requirement imposed on the tenant by the Ohio Landlord-Tenant Law which materially affects health and safety and advising the tenant that the rental agreement will end in 30 days. If the tenant corrects the condition, then the rental agreement will not be terminated.

A tenant may give a landlord a notice to comply with a duty imposed by the Ohio Landlord-Tenant Law which materially affects health and safety and requesting correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.

If a tenant breaks a lease by moving before the lease is up, or if a tenant has had a lease terminated because the tenant is in violation of the Law, the tenant may be held liable under the agreement until the unit is re-rented.

Eviction

A landlord may bring an eviction action against a tenant when the tenant has:

- failed to pay rent on time
- occupied the unit after the termination or expiration of the rental agreement.

To bring an eviction action, the landlord must first serve a 3-day notice to vacate the premises in person, by mail, or at the premises. If the tenant does not move within the 3-day period, then the landlord must file an action in Forcible Entry and Detainer at the court in the city where the property is located. The Court will schedule a hearing and the tenant will receive a summons and complaint at least 10 days before the hearing.

At the hearing, the landlord and tenant will present evidence in support and defense of the eviction action. A tenant may raise the issue of bad conditions as a defense or a counterclaim at the eviction hearing. If an eviction is ordered, the landlord will make arrangements with the Court to have the tenant's belongings removed from the unit if the tenant does not move.

Local procedures may vary, check with your municipal court or an attorney.

*For properties in Maple Hts.:
Call Garfield Hts. Municipal Court
at 216-475-1900.

Eviction: Second Cause of Action

At the time of eviction, the landlord may also file a "second cause of action" to recover money damages. The tenant may answer the claim for money within 28 days of receiving the complaint in the mail. If a tenant fails to answer the complaint, the Court may issue a default judgement in the landlord's favor without holding a hearing. A default judgement will stop the tenant from later objecting to a landlord's claim.

Security Deposit

The Ohio Landlord-Tenant Law permits a landlord to collect a security deposit to cover the costs of:

- unpaid rents or charges, and
- repair of tenant-caused damages, in excess of normal wear and tear, to the property

The landlord is required to return the security deposit to the tenant within 30 days of the time that the tenant gives up occupancy (ie. moves out and turns in the key) and terminates the rental agreement. The tenant is required to provide the landlord with a forwarding address in writing.

If the landlord makes a deduction from the security deposit, the landlord is required to provide the tenant with a written itemized accounting of the money that is withheld.

If, after 30 days, the landlord has not returned the deposit or the itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for double the amount which the tenant believes was wrongfully withheld. If the tenant's claim is for less than \$3000, the tenant may file in the Small Claims Court in the city where the property was located.

A security deposit is given by the tenant to the landlord to "secure" the tenant's performance under the tenancy. A pet deposit, key deposit, garage deposit, or last month's rent paid in advance may all be part of the security deposit. If the total security deposit is greater than one month's rent, the landlord owes 5% interest per year on the amount in excess of one month's rent.

Other Deposits and Charges

A deposit to hold the unit, an application fee or a credit check fee are not governed by any state law. Before giving money, get a written statement of the charge and the conditions for a refund. DON'T ASSUME ANYTHING and never give money without getting a receipt.

Fair Housing Practices

Landlords may not discriminate against tenants on the basis of race, religion, color, national origin, gender, familial status (having children under 18), or disability.

Each community has a local Fair Housing organization that can investigate discrimination complaints.

Check your phone book or the Ohio Civil Rights Commission.

Abandonment of Property

The Ohio Landlord-Tenant Law does not address the problem of abandonment of a rental unit by a tenant. If a tenant fails to remove all of her/his belongings, or fails to turn in the keys to the unit, or continues to visit the unit, the safest method for the landlord to recover legal possession is to go through the eviction process. Landlords should seek legal advice before seizing, selling, or disposing of the tenant's belongings.

Ownership Disclosure

Every written rental agreement must contain the name and address of the owner and the owner's agent. If the owner is a corporation or partnership, the address must be the principal place of business in the County (or State) and must include the name of the person in charge at that location.

In the case of an oral agreement, this information must be provided to the tenant in writing at the beginning of the tenancy.

A landlord who does not disclose this information gives up the right to a notice before a tenant takes legal action under the Ohio Landlord-Tenant Law.

Lead Disclosure

Federal law requires that owners of properties built before 1978 must give prospective tenants a written statement of any known lead hazards and a pamphlet on lead poisoning. There are some exceptions. Call National Lead Information Clearinghouse at 1-800-424-LEAD for forms.

City of Cleveland Residents

If you live in the City of Cleveland, you may have more rights and remedies at your disposal. Contact us for information regarding the expanded Cleveland landlord tenant law, or write and ask for Know Your Rental Rights — Cleveland.

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

Know Your Rental Rights!

RENTAL INFORMATION CENTER

3631 Perkins Avenue, Suite 3A-4
Cleveland, Ohio 44114
www.clevelandtenants.org

Office Hours

9AM to 4 PM – Monday thru Friday

in the Greater Cleveland area, call:

Call: 216-432-0609

Fax: 216-432-0620

Getting a Call back from RIC

The following cities/counties provide funding to the RIC:

Cleveland, Cleveland Heights, Lakewood, and Cuyahoga "Urban County" communities.

Sorry! RIC cannot return calls outside of these areas.

Revised 10/24/06

CTO Rental Information Center ORDER FORM

Publications

Guide to Ohio Landlord Tenant Law\$10.00

(Includes the Ohio Landlord Tenant Law and Eviction Statute)

Be a Lawful Landlord\$10.00

(Includes the Ohio Landlord Tenant Law and Eviction Statute, Model Lease and application, Lead disclosure form)

ALL PRICES INCLUDE SHIPPING & HANDLING

Literature

Single copy FREE. Call for prices on bulk orders

- Know Your Rental Rights
- Know Your Rental Rights – Cleveland
- Eviction Procedures – Cleveland
- Steps to Getting Your Security Deposit Back
- Steps to Getting Repairs thru Rent Depositing
- Renters Guide to Leases
- Tell Me About CTO – Membership Information

Name _____

Address _____

City _____

State _____ Zip _____

Phone _____

Mail to: CTO Rental Information Center
3631 Perkins Ave. #3A-4
Cleveland, Ohio 44114

Rental Information Center is a program of the Cleveland Tenants Organization. CTO receives support from local governments, United Way Services, Foundations and Corporations and members of CTO. For membership information request our pamphlet: "Tell me about CTO"

Visit us on the World Wide Web!
www.clevelandtenants.org

For more information regarding Ohio Landlord Tenant law, model letters to landlords, and past CTO newsletters.

In Ohio a Landlord has a duty to:

1. Put and keep the premises in a fit and habitable condition.
2. Keep the common areas safe and sanitary.
3. Comply with building, housing, health, and safety codes.
4. Keep in good working order all electrical, plumbing, heating, and ventilation systems and fixtures.
5. Maintain all appliances and equipment supplied or required to be supplied by the landlord.
6. Provide running water and reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up.
7. Provide garbage cans and arrange for trash removal if the landlord owns four or more residential units in the same building.
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit, and enter only at reasonable times and in a reasonable manner.
9. Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household, or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

In Ohio a Tenant has a duty to:

1. Keep the premises safe and sanitary.
2. Dispose of rubbish in the proper manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Use electrical and plumbing fixtures properly.
5. Comply with housing, health, and safety codes that apply to tenants.
6. Refrain from damaging the premises and keep guests from causing damage.
7. Maintain appliances supplied by the landlord in good working order.
8. Conduct yourself in a manner that does not disturb any neighbors and require guests to do the same.
9. Permit landlord to enter the dwelling unit if the request is reasonable and proper notice is given.
10. Comply with state or municipal drug laws in connection with the premises and require household members and guests to do likewise.

Getting Repairs

If a landlord does not meet the duties imposed by the Landlord Tenant law or the local housing codes or the rental agreement or if there are conditions which materially affect health and safety, then... a tenant may give the landlord a written notice to correct the condition.

This notice must be in writing and delivered to the person or at the place where the tenant normally pays rent. Tenant should keep a copy of this notice.

If the landlord fails to correct the condition within a reasonable time, not to exceed 30 days, then the tenant may deposit his/her rent with the Clerk of Courts, or may apply to the Court for an order to compel the repairs, or may terminate the rental agreement.

Rent Deposit (Escrow) Requirements

The tenant must be current in her/his rent before depositing rent with the Clerk of Courts. The tenant may not deposit rent in "bad faith", or for a condition which the tenant caused. The tenant may not just hold on to the rent.

Rent deposits must be made on or before the normal rent due date. Tenants should check with their local Clerk of Courts to find our exact procedures for their court.

If a tenant receives a written notice from the landlord at the beginning of the tenancy which states that the landlord owns three or fewer units, then the tenant is barred from taking legal action under the Ohio Landlord Tenant Law.

If the Landlord fails to disclose her/his name and address and the name and address of his/her agents, then the landlord gives up the right to a notice before the tenant takes legal action.

Retaliation Prohibited!

The Ohio Landlord Tenant Law forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, evicting or threatening to evict the tenant because the tenant has:

- Complained to a public official
- Complained to the landlord
- Joined with other tenants to bargain collectively over the terms and conditions of the rental agreement.

A landlord who engages in retaliation may be held liable for any actual damages to the tenant and for reasonable attorney's fees.

Rent Increases and Late Charges

Under a month-to-month agreement, the landlord must give a full 30 days notice before increasing rent. In the case of a written lease, the landlord may not increase rent during the term of the lease. There is no rent control in Ohio.

Because the Ohio Landlord Tenant Law does not cover late charges, late charges may be included in a rental agreement, but they may not be "unconscionable" (unfair). Recent court decisions suggest that late fees should be reasonably related to the actual damages that a landlord suffers because of late payment of rent.

Drug Activity in Rental Housing

Ohio law requires landlords to evict tenants when the landlord has information from a Law enforcement officer, based on a legal search, that the tenant, the tenant's guest, or a member of the tenant's household is involved in drug activity in connection with the premises.

Self-Help Eviction Prohibited!

Whether or not a tenant's right to occupy a residential unit has ended, a landlord may not:

- Shut off utilities
- Change the locks to force the tenant from the unit
- Seize the tenant's possessions to recover unpaid rent

Landlords who violate this section of the Law may be liable for actual damages and attorney fees.

Right of Access

A landlord may enter a tenant's unit only after giving a 24-hour notice, except in case of emergency. Landlords may not enter at an unreasonable time or in an unreasonable manner. Landlords may not make repeated requests for entry that have the effect of harassment. Tenants may seek injunctive relief from the courts when landlords abuse their right of access. Nothing in the Ohio Landlord Tenant Law prohibits a tenant from installing her/his own locks on the rental premises, although this may be prohibited by the lease. A tenant has the duty under the Law to not unreasonably restrict the landlord's right of access.