



Tenant and Landlord Rights and Responsibilities



Greater Dayton Apartment Association
 3155 Elbee Road, Suite 300
 Dayton, OH 45439

HANDBOOK

Table of Contents

- Information Directory.....8
- Fair Housing and Mediation.....2
- Landlord Responsibilities.....2
- Tenant Responsibilities.....3
- Inspect The Apartment.....3
- Lead Disclosure.....3
- The Rental Agreement.....3
- Rent Escrow.....3
- Code Enforcement.....4
- Lease Termination.....4
- Security Deposit.....4
- Rent Increases.....4
- Apartment Checklist5
- Eviction.....6
- Requesting Return of Security Deposit.....7
- Notice to Correct Conditions.....7
- Protesting Retaliation.....8
- Protesting Non-Acceptance of Rent.....8

INTRODUCTION

The Ohio Landlord-Tenant Act of 1974 sets out minimum rights and duties of both landlords and tenants. This publication was prepared to raise public awareness of the rights and duties related to renting a home. It should not be substituted for the advice of an attorney. Differing facts and local customs can change the application of the law. This publication provides information which may keep problems from occurring. When in doubt, seek qualified legal advice.

FAIR HOUSING AND MEDIATION SERVICES

Landlords may not discriminate against tenants on the basis of protected class, including race, religion, color, national origin, sex, familial status (having children under 18) or disability. The State of Ohio also prohibits discrimination based on a person's ancestry and veteran status. Any program receiving funding from the US Department of Housing and Urban Development may not discriminate based upon sexual orientation or gender identification. For information, or to make a complaint contact the Miami Valley Fair Housing Center.

The City of West Carrollton offers a mediation for Landlords and tenants as well as neighbors to resolve the conflict. Many issues are resolved informally. A session can be arranged with a neutral mediator to talk out the issues of dispute and find an agreement that will work for both parties. This is a voluntary, confidential process offered as a first step to resolve conflict, before resorting to the use of enforcement agencies or the courts. Agreements are made only by the consent of both parties.

THE LANDLORD'S RESPONSIBILITY:

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 work order all electrical, plumbing, heating and ventilation systems and fixtures.
5. Maintain all appliances and equipment supplied or required to be supplied by him/her.
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 hookup.
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 a 24 hour 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.
10. Comply with the rights of tenants under the Service Members Civil Relief Act.

THE TENANT'S RESPONSIBILITY:

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 landlord in good working order.
Conduct himself/herself in a manner that does not disturb any neighbors and require guests to do the same.
8. Permit the landlord to enter the dwelling unit if the request is reasonable and proper notice is given.
9. Comply with state and municipal drug laws in connection with the premises and require household members and guests to do likewise.

INSPECT THE APARTMENT

Before paying any nonrefundable deposit or moving in, the tenant and the landlord should inspect the place together, noting its condition. Most leases provide that the unit is accepted "as is". If the landlord cannot inspect the premises with the tenant, the tenant should make a detailed record of the condition, noting all defects and should give it to the landlord as soon as possible. This gives the tenant the chance to get the defects corrected and protects against the landlord charging the new tenant with damages to the property which were there before the tenant moved in. **Do not rent a place that will require extensive repairs to be made after the move-in date.**

Landlords and tenants should not accept or make payments until both are sure about their decisions to rent. A receipt should be given showing who paid, who received it, how much was paid, what the payment was for, the address the payment was for, and the date of the payment.

LEAD DISCLOSURE

Federal law requires owners of properties built before 1978 give prospective tenants a written statement of any known lead hazards and a pamphlet on lead poisoning. There are some exceptions. To purchase lead pamphlets contact the GDAA at (937) 293-1170

THE RENTAL AGREEMENT

An agreement or contract for the rental property is called a LEASE. Leases can be written, oral (spoken), or implied by the tenant making rental payments to the landlord and the landlord permitting the tenant to use the landlord's property. Each type of lease is protected under Ohio Law. If your lease is in writing, all the agreements should be in writing, signed by both landlord and tenant. Do not sign anything until you read and understand what you are signing. Be sure the other party has signed the agreement you make. If you do not understand your lease, see an attorney. It is best to get any agreement with the landlord in writing.

RENT ESCROW

Tenants in Ohio cannot simply quit paying their rent because the landlord does not make important repairs. Tenants also cannot simply pay a workman to have repairs done and deduct the cost of the repairs unless the landlord agrees to this. Instead, in Ohio, tenants must follow a legal procedure called "rent escrow". Rent escrow means paying your rent to the clerk of courts rather than to your landlord, so economic pressure is put on the landlord to make needed repairs. In order to escrow rent because of a landlord's failure to make repairs, a tenant must:

1. Pay rent up to date.
2. Give a written notice to the landlord listing the repairs needed and send the notice to the place where rent is normally paid (being sure to keep two copies). If the landlord fails to provide the tenant with a written statement of the name and address of the agent and/or the owner when the tenant moves in, the landlord waives this notice.

Page 3

3. If the landlord does not make repairs within 30 days or a reasonable time in the case of an emergency, whichever is shorter, the tenant can:
 - a. Escrow rent by depositing it with the local Municipal Court;
 - b. Ask the court to direct that the repairs be made, to reduce the rent to release some of the money for making repairs; or
 - c. End the agreement and move out.

Because this is a serious legal matter, tenants should talk to a lawyer before taking any of these steps. Rent escrow remedies do not apply to landlords who own fewer than 4 units and have delivered written notice of this fact to the tenant upon moving in.

CODE ENFORCEMENT

Code enforcement enforces the Property Maintenance Code which establishes the minimum standards for structure maintenance. The code applies to existing residential units. A renter may contact Code Enforcement with concerns. The guidelines for investigating tenant complaints are intended to be consistent with the requirements for participation in the Ohio Rent Escrow program. A tenant must be current with their rent in order for an inspection of reported violations to be performed. Rent-payment status does not affect the ability of a tenant to make a complaint: however, it does limit the responses of Code Enforcement.

Complaints can be generally categorized as Emergency Complaints resulting from an Interruption of Utilities/Services or as Standard Complaints being problems/violations resulting from deferred maintenance. When tenant eviction proceedings have been initiated with the court prior to the request for inspection of the property as part of the Tenant complaint process: the result shall be a stay of action until an official court action has been rendered.

LEASE TERMINATION

Landlords and tenants can end a lease that is not in writing by giving notice:

1. Month-to-month lease: 30 days prior to the beginning of the rental period.
2. Week-to-week lease: 7 days prior to the beginning of the rental period.

No reason need to be given a tenant or landlord for ending a lease as long as proper notice is given to the other party. Terminations under a written lease must be made according to that lease, but a landlord cannot shorten the notice time a tenant is entitled by law.

Even though the landlord does not have to give a reason for ending the lease the tenant can win an eviction suit by proving the landlord was getting back at the tenant (retaliating) because the tenant tried to organize other tenants, made honest complaints about conditions, or that the eviction is discriminatory on the basis of a protected class, including race, color, religion, national origin, sex, disability, or familial status. A tenant who proves any of these situations can also recover damages and attorney fees.

SECURITY DEPOSIT

The Ohio Landlord-Tenant Law permits a landlord to collect a security deposit to cover the costs of unpaid rent charges and to repair damages to the property caused by the tenant, in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within the 30 days of time the tenant gives up occupancy and terminates the rental agreement. The tenant must 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 being withheld.

If after 30 days the landlord has not returned the deposit of 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 is wrongfully withheld.

RENT INCREASES

Under a month-to-month agreement, the landlord must give 30 days notice prior to the affected month, before increasing the rent. In the case of a written lease, the landlord may not increase the rent during the term of the lease.

Requesting Return of Security Deposit

Date: _____

Dear _____
(Landlord)

This notice will serve as my request of the return of my security deposit in the amount of : \$_____. This letter is being sent to you in accordance with the Ohio Revised Code 5321.16 (B) and will serve to notify you that I expect the return of my security deposit, plus interest if any, by _____(Insert Date. This should be within the next 30 days).

Should you fail to return my security deposit to me, I will pursue appropriate legal remedies, which include double damages and reasonable attorney fees.

Sincerely,

Tenant: _____

Address _____

City, State, Zip: _____

Phone Number _____

NOTE: With a deposit, interest is paid only on the amount above one month's rent and if the tenant has remained in possession of the premises for six months or more.

The letters in this brochure may be used to communicate with your landlord. It is important to put your concerns in writing and always keep a copy of the letter for your records.

Notice to Correct Conditions

Date: _____

Dear _____
(Landlord)

This notice is to inform you that, as the owner/agent of the dwelling unit located at: _____

that the conditions stated below are in noncompliance to the rental agreement and/or local housing, building, safety or health codes. Your failure to maintain this unit in a safe, decent and sanitary condition means that you are in violation of your obligation according to the Ohio Revised Code 521.07.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

This notice is being sent to you in accordance with the Ohio Revised Code 5321.07 (A) and will serve to notify you that I want you to remedy the conditions within a reasonable time (30 days or less).

Should you fail to remedy the conditions by (date) _____, I will pursue my appropriate legal remedies and escrow my rent with the local Clerk of Courts until such time the above conditions are corrected.

Sincerely,

Tenant _____

Address _____

Phone Number _____

Protesting Retaliation

Date: _____

Dear: _____
(Landlord)

Ohio Revised Code 5321.02 (A) provides that a landlord may not increase rent, decrease services, threaten to bring an eviction action against or evict a tenant because the tenant has complained to the landlord about the conditions of the rental unit, complained to an appropriate government agency about a code violation or joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

Since I have recently engaged in protected activity, I believe that your action(s) of:

(Describe action taken by landlord)

is/are retaliatory.

I hope that this letter will resolve the matter. However, I will take whatever action is necessary to defend my rights. Ohio Revised Code 5321.01 (B) provides for actual damages together with attorney's fees, if there is a violation of the above section of the law.

Thank your for your attention to this matter.

Sincerely,

Tenant _____

Address _____

Phone number _____

Protesting Non-Acceptance of Rent (for month-to-month lease)

Date: _____

Dear: _____
(Landlord)

I attempted to pay you my monthly rent on: _____(date) in accordance with my rental agreement. However, you refused to accept my rent as due and instead have requested that I vacate the premises.

According to the Ohio Rights Code 5321.17 (B) you are required to give me a thirty (30) day notice to terminate my tenancy. As of this date I have not received any such notice from you.

Enclosed is my current month's rent which I am again attempting to pay. If you do not accept it, I will deposit my rent with the

_____ Municipal Court as proof of my timely payment.

If you have any questions, please feel free to call. Sincerely,

Tenant _____

Address _____

Phone Number _____

INFORMATION DIRECTORY

Greater Dayton Apartment Association
3155 Elbee Road Suite 300, Dayton 45439
(937) 293-1170

Miami Valley Fair Housing Center
505 Riverside Drive, Dayton 45405
(937) 223-6035

Greater Dayton Premier Management
400 Wayne Avenue, Dayton 45410
(937) 910-7500

Legal Aid of Western Ohio (888) 534-1432

United Way Help Link
33 W. 1st Street #100, Dayton 45402
(937) 225-3000

Dayton Mediation Center
371 W. 2nd Street #300, Dayton 45402
(937) 333-2345