

Who to Contact

- If the tenant rents week-to-week, wither can end tenancy by giving notice 7 days prior to the date tenancy will end.

LEASES

Leases are important. Without one your tenancy can be terminated or the rent raised by;

- A seven day notice, if you rent by the week;
- A thirty day notice, if you rent by the month;
- Your rights are protected, however, even if you have no formal, written lease. The Ohio Law is still in effect. Leases are protection for the Tennant AND the Landlord.

REMEMBER:

- * Read your lease * Know what you sign*
- * If in doubt, call an attorney.*

DEPOSITS

- If a security deposit is in excess of one month's rent and also in excess of \$50.00, the landlord must pay 5% interest annually on the excess.
- In most cases (i.e., rent is more than \$50 a month) the tenant can use the following formula to figure the excess;
- Subtract the rent from the security deposit. 5% of the remainder is the annual interest due;
- A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than six months;
- Within 30 days of the end of the rental agreement, a landlord must return the tenant's security deposit and an itemized list of deductions for past due rent or damages which are the result of the tenant's failure to comply with his legal or rental obligations. If it is not returned, the tenant will be awarded

by the court the amount of the security deposit wrongfully withheld plus attorney's fees;

- If the tenant's total claim is \$300.00 or less, the tenant can take his complaint to small claims court;
- There is a minimal fee and no attorney is needed.

REPAIRS

If repairs are needed on the residence you are renting, notify the landlord or his agent IMMEDIATELY.

If you get no response, write the problem down in a letter, then send it to your landlord by CERTIFIED MAIL, RETURN RECEIPT REQUESTED. Keep a copy of the letter.

If the landlord refuses to make the repairs that are needed, the tenant can take one of the following steps:

1. Deposit his rent money within the County Clerk of Courts; or
2. Ask the Court to order the landlord to correct the condition.

The tenant can also deposit his rent with the Court.

The Court may reduce the amount of the rent due, or use the rent deposited to fix the condition; or

3. Cancel the rental agreement.
- This written notice remedy does not apply to a landlord who has three or fewer rented units. Also, the tenant must be current in his payments before he can initiate any of the three actions above.

EVICTION

The landlord may evict a tenant if:

1. He is not paying the rent
2. He causes severe damage
3. Required repairs are so large that he has to move out
4. if the rental agreement has expired.

The landlord cannot:

1. Evict a tenant without a court hearing
2. Retaliate against a tenant for filing a complaint
3. Lock a tenant out of the rental unit
4. Shut off utilities to the rental unit
5. Seize a tenant's personal possessions

Tenant-Landlord Handbook



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INTRODUCTION

The legal rights and duties of tenants and landlords are spelled out in an Ohio Law, which went into effect on November 4, 1974. This Handbook will summarize these rights and duties, and is meant to be of assistance to persons who pay rent as well as owners of rental dwellings.

TENANT RIGHTS

A tenant has the right to:

- Join a tenants' union to bargain with the landlord about the terms of a rental agreement;
- Complain to the landlord about his failure to perform his legal duties;
- Complain to a government agency about a landlord's violation of housing laws and regulations affecting health and safety;
- Know the name and address of the owner of the property and his agent, if he has one. This must appear in the written rental agreement or in a separate written document given to the tenant when he moves in;
- At least three day's written notice before the landlord begins eviction proceedings against him;
- Five day's written notice before an eviction hearing in court can be held;

Notice from the landlord when the landlord wishes to end the tenancy (see NOTICE REQUIRED TO END TENANCY).

LANDLORD

A landlord can lawfully evict a tenant if:

- The tenant fails to pay rent when it becomes due;
- The tenant refuses to leave the premises after his rental agreement expires;

- The tenant does not perform his duties as described in this booklet which materially affect health and safety;
- The landlord has the right to notice from the tenant when the tenant wishes to end the tenancy (see NOTICE REQUIRED TO END A TENANCY).

LEGAL DUTIES—TENANT

Under the law, a tenant is responsible for:

- Keeping the premises safe and sanitary;
- Disposing of all garbage in a safe and sanitary manner;
- Keeping all plumbing fixtures which he uses as clean as possible;
- Operating all electrical and plumbing fixtures properly;
- Obeying all housing laws/regulations that impose requirements on tenant;
- Keeping appliances supplied by the landlord in good working condition;
- Causing no disturbances to neighbors;
- Allowing the landlord reasonable access to the premises to inspect, make repairs, deliver parcels, show property to prospective buyers or renters;
- Although the tenant cannot give up or change any of his legal duties, the landlord may agree to assume any of the duties. In addition to these specific legal duties the law requires the tenant to:
- Give required notice to the landlord when he wishes to end his tenancy

LANDLORD

The landlord must perform these duties whether or not they are written into the rental agreement. He cannot change them or require the tenant to perform them.

He must:

- Comply with all laws and regulations affecting health and safety;
- Make all necessary repairs to keep rental property in livable condition;

- Keep all common areas of the premises in a safe and sanitary condition;
- Maintain in good working condition all electrical, heating and air conditioning fixtures/appliances that he has supplied or is required to supply;
- Provide and maintain trash containers and arrange for trash removal if he is a landlord for four or more units in the same building;
- Supply running water and reasonable amounts of hot water and heat at all times, unless the heat or hot water units are separate for each dwelling and the utility fees for these units are paid by the tenant to a public utility company, or unless this requirement is otherwise excused by law;
- Give reasonable notice of his tenant to enter the premises and enter only at reasonable times unless there is an emergency (24 hours is considered reasonable notice);
- Not abuse his right to enter to inspect the property, make necessary repairs, deliver large parcels, or exhibit the property to potential buyers or renters; In addition to these specific legal duties, the law requires the landlord to:
- Give required notice to tenant when he wishes to end his tenancy (see NOTICE REQUIRED TO END TANANCY).

NOTICE REQUIRED TO END A TENANCY

When a tenant or landlord wishes to end a tenancy:

- If the tenant rents month-to-month, either the tenant or the landlord can end the tenancy by giving notice 30 days prior to the date rent is due;