

JEFFERSON TOWNSHIP



LIBERTY

TENANT LANDLORD GUIDE

A guide on rights,
resources and
responsibilities for
tenants and landlords

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The Fair Housing Act

Fair housing is the law. The Ohio Civil Rights Act governs the enforcement of the Federal Fair Housing Amendments Act of 1988. Ohio's housing discrimination law covers houses, apartments, lots, all real estate rented or sold with or without a real estate salesperson, broker, or leasing agent. It covers real estate sold at auction, rental apartments regardless of the number of units in any one building, single family homes sold or rented directly by the owner or builder, boarding houses and rooming houses occupied by the owner.

Protected Classes under Federal and State Law:

- ❖ Race
- ❖ Color
- ❖ Religion
- ❖ Sex
- ❖ Handicap
- ❖ National Origin or Ancestry
- ❖ Family Status
- ❖ Military Status

A landlord must allow a person with a disability to make reasonable modifications to his or her unit or the common areas of the building. Please note that a landlord is not required to pay for these modifications unless the property is receiving or has received federal assistance.

The landlord should not ask how many children will be in the unit. The landlord is allowed, however, to ask how many people will occupy the unit to comply with local code for occupancy limits. (Children 18 months and under are not counted as a person per the Fair Housing Act.)

A quick note about assistance animals: Assistance animals are not "pets" but are considered assistive aids similar to wheelchairs or hearing aids. Assistance animals can be used for physical and mental impairments. Federal and state laws will generally require a landlord to make an exception to its "no pets" policy so that a disabled tenant can enjoy the full use of his or her dwelling. The need for an assistance animal must be documented by a physician or other healthcare professional. To validate the need for an assistance animal, the individual and the animal must satisfy: (1) the individual must have a disability as defined by the Act, (2) The animal must serve a need that is directly related to the disability, and (3) The request to have the animal is reasonable.

Examples of Discrimination:

Racial Steering – You have the right to choose where you live. Any real estate salesperson, broker or leasing agent who discourages you from seeing or being interested in certain properties because of the neighborhood’s racial composition is breaking the law. For example, if a property agent indicates, “This isn’t your kind of neighborhood” or “You wouldn’t feel comfortable living in this area”, the agent is violating laws that prohibit racial steering.

Rental Discrimination - The terms of rental agreements must apply to all renters. The law prohibits the changing of such terms to deny or discourage your access to rental properties. For example, if you feel that your lease agreement is different than other persons in a similar situation, the property agent or owner may be violating Fair Housing Laws.

False Denials or Availability – Federal, State, and Local laws prohibit real estate salesperson, brokers, and property agents from telling you the property you’re interested in is unavailable, when it is in fact available for rent or purchase.

Advertising Discrimination – Ads or commercials for house or apartments cannot, by law, show any preference for renters or buyers based on race, color, religion, sex, handicap, national origin or ancestry, family status, or military status.

What to do...

If you feel you’ve been discriminated against in housing, make sure you take these steps:

- Keep a record of the names, dates, addresses, phone numbers, and other important information which can assist in the investigation of your complaint.
- Be as specific as possible about the incident, and get the names and addresses of any witnesses to the incident whenever possible.
- Following the incident you have one year to file an administrative complaint or two years to file a lawsuit.
- Notify the local Fair Housing contact:
Miami Valley Fair Housing Center, Inc
505 Riverside Drive, Dayton, Ohio 45405
937-223-6035 / info@mvhousing.com / mvfairhousing.com

What is a Rental Agreement?

A rental agreement (called a “lease”) is a binding written or oral contract between parties to establish or modify the terms, conditions and rules for a party’s use and occupancy of a residential premises. A properly written lease will eliminate most problems commonly arising from between a landlord and a tenant, benefitting both parties. A lease may create a tenancy from week to week, month to month, year to year, or any other amount of time the parties agree to. To protect both landlord and tenant, it is usually wise to specify how the lease may be terminated. Without a written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days’ notice before the termination date. Either party may end the month-to-month tenancy by notifying the other party of the intent not to renew the tenancy. The lease will end 30 days from the next rental date. So, if rent is paid on the first of every month, and notice is given on July 15, the lease will end 30 days from August 1.

Ohio law prohibits a landlord from shifting certain responsibilities or liabilities to a tenant. Such clauses in a lease cannot be enforced against the tenant. Similarly, a landlord may not enforce provisions requiring a tenant to pay the landlord’s attorney’s fees, unless Ohio’s landlord-tenant laws specifically permit it.

Because the landlord ordinarily prepares the lease, a court will usually decide any confusing or unclear terms against the landlord and in favor of the tenant. Ohio law lists certain circumstances where tenants and landlords may recover damages and, sometimes, reasonable attorneys’ fees, for the other party’s unlawful act.

Security Deposits

A security deposit collected from the tenant and held by the landlord acts as an insurance policy against damages to the property or to be used toward unpaid rent. An amount equal to one month's rent is typical but any amount can be required.

Any security deposit in excess of fifty dollars or one month's rent (whichever is greater) shall bear interest on the excess at the rate of 5% per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant. (For example, if the rent is \$400 and the deposit is \$500, 5% interest is due to the tenant on the \$100 excess which equals \$5 per year.)

Upon termination of the rental agreement, any property or money held by the landlord as a security deposit may be applied to the payment of pas due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the ORC or the rental agreement.

Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorney's fees.

If the landlord fails to comply with the above requirements, the tenant may recover the property and money due, together with damages in the amount equal to the amount wrongfully withheld, and reasonable attorney's fees.

Tenant Tips on Recovering the Security Deposit

After moving out, the tenant has a right to a refund of the security deposit, less any damages to the unit and / or unpaid rent. The tenant is not liable for normal usage or normal wear and tear to a property.

Security Deposit Tips:

- Pay your rent on time.
- Become familiar with your responsibilities under the law and the rental agreement.
- Keep any receipts (rent, repairs, etc.)
- Give a minimum of 30 days notice, *in writing*, of intent to vacate.
- Keep a copy of your notice of intent to vacate and document when it was give to your landlord.
- Correct any damages made to the property during your tenancy.
- Request the landlord to inspect the property with you (both before you move in and when you move out).
 - Take pictures / videos or have a witness with you during the inspection.
 - Use the same checklist you used for moving out as when you moved in.
- Return all keys to the landlord.
- Provide the landlord with you forwarding address and an envelope in which to return your deposit.
- Make a record of the landlord's full name and the business address.

Tenant Responsibilities

In general, a tenant must pay rent on time and avoid damaging the property. Tenant obligations are outlined in Ohio Revised Code 5321.05.

Following is a summary:

- Keep your home safe and sanitary.
- Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
- Keep all plumbing fixtures in the home as clean as possible.
- Use and operate all electrical and plumbing fixtures properly.
- Comply with all state and local housing, health and safety codes as they apply to tenants.
- Do not destroy, deface, damage, or remove any fixtures, appliances, or other part of the premise. Do not allow anyone on the premise with your permission to do so either.
- Keep any appliances provided by the landlord in good working order as outlined in the terms and conditions of the written rental agreement.
- Conduct yourself in a way that will not disturb your neighbor's peaceful enjoyment of the premises. You are also responsible for ensuring that anyone on the premises with your permission does not disturb your neighbors.
- Do not violate any state or federal drug laws. You are also responsible for ensuring that anyone on the premises with your permission (including family and friends) does not violate state or federal drug laws. The landlord may be required to evict you if he / she has actual or reasonable knowledge that you, anyone in your household, or anyone on the premise with your permission, has or is engaged in a violation of state or federal drug laws.
- Do not unreasonably withhold permission to allow your landlord to enter the home with proper notification.
- Landlords are allowed to enter the premises to conduct inspections; make ordinary and necessary repairs; make alterations or improvements; show the home to prospective purchasers, tenants, or contractors; and deliver parcels that do not fit in your mailbox. Landlords must give a 24 hour notification unless it is an emergency situation.
- If the landlord makes an unlawful entry, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages including attorney fees and may terminate the rental agreement.

Tips for Tenants

1. Get a written statement of the charges for rent, deposit, and any other fees including the conditions for getting a refund before giving any money.
2. Always get a written receipt.
3. Don't assume anything. Get it in writing.
4. The landlord must evict you if he / she knows or is informed by a law enforcement officer that you or someone in your homes is engaged in drug activity on or near the property and the activity is somehow connected to your rental unit.
5. Do NOT hold rent to force the landlord to make repairs. Be sure to use the proper escrow procedure.

Remedies for Tenant

If a landlord fails to fulfil any landlord obligation under section 5321.04 of the Ohio Revised Code or any obligation imposed upon him / her under the rental agreement; or if a government agency finds the premises are not in compliance with building, housing, health, or safety codes, the tenant may give a written notice to the landlord specifying the violations. The notice needs to be sent to the person or place where rent is normally paid.

The tenant should keep a copy of this notice.

If the landlord fails to remedy the situation within a reasonable time (consider the severity of the condition and the time necessary to remedy it), but no longer than thirty days, and the tenant is current in rent payment due, the tenant may:

1. Deposit all rent that is due and thereafter becomes due the landlord with the clerk of courts of the court that has jurisdiction where the rental property is located, or
2. Apply to the court for an order directing the landlord to remedy the situation, or
3. Terminate the rental agreement.

The tenant may not just "hold" the rent until the landlord corrects the condition. It must be deposited in an escrow account with the courts. Check with your local clerk of courts to find out exact procedures for the location of where the rental property is.

It is strongly recommended that a tenant seek legal assistance with escrowing of rent.

Note: Rent escrow is not available remedy to student rentals or if the landlord owns fewer than four rental units and if written notice of this fact was delivered to the tenant upon moving into the property.

Inspections

Before signing the lease and paying any refundable deposit, the tenant and landlord should inspect the property together. A detailed record of the condition of the property, including the yard if renting a house, should be made. This not only protects the tenant from being charged for damages he or she did not incur, but provides the landlord with a list of defects needing correction.

If you need an inspection checklist, you may obtain one free of charge by contacting Jefferson Township Administrative Offices 937-262-3591 or visiting our website at jeffersontwp.net.

The landlord may schedule routine inspections of the property. A minimum of 24 hours notice of the landlord's intent to enter and inspect the property must be given to the tenant. In the case of an emergency, the landlord may enter the property without notice.

Landlord Responsibilities

Landlord obligations are outline in Ohio Revised Code 5321.04.

Following is a summary:

- Comply with all applicable building, housing, health, and safety codes that affect health and safety.
- Make all repairs and do whatever is reasonably necessary to put the premises and keep the premises in a fit and habitable condition.
- Keep all common areas safe and sanitary.
- Maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, and appliances supplied by (or required to be supplied by) you in a good and safe working order and condition.
- Provide all maintain appropriate receptacles for garbage and other waste incidental to the occupancy of the dwelling unit and arrange for their removal (for four or more dwelling units in the same structure).
- Supply running water, reasonable amounts of hot water and heat at all times (unless the hot water and heat are supplied by an installation that is under the control of the tenant and supplied by a direct public hook-up).
- Do not abuse the right of access under 5321.05 of the Ohio Revised Code.
- Give the tenant 24 hour notice of your intent to enter the property and only enter at reasonable times (except in cases of emergency). Reasonable times are generally considered to be during normal business hours.
- Promptly commence an action under Chapter 1923 of the Ohio Revised Code to remove a tenant that has engaged in a violation of Chapter 2925 or 3719 (drug offenses).

Under Federal law, landlords must give a statement of any known lead hazards in or on the premises if the unit was built before 1978.

Remedies of Landlord

If the tenant fails to fulfill any obligations imposed by section 5321.05 of the Ohio Revised Code that materially affects health and safety, the landlord may deliver a written notice of this fact to the tenant. The notice must specify the act or omission that constitutes noncompliance with the pertinent obligations and specify that the rental agreement will terminate upon the date (cannot be less than thirty days after receipt of the notice). If the tenant fails to remedy the condition specified in the notice, the rental agreement shall terminate as provided in the notice.

Landlords May Not:

A landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing (or threatening to bring) an action for possession of the tenant's premises because:

- The tenant has complained to the appropriate agency regarding a health and safety violation of the premises.
- The tenant has complained about a violation of section 5321.04 (Landlord obligations).
- The tenant has joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

A landlord cannot terminate utilities or services, exclude tenants from the premises, or threaten any unlawful act to try to recover possession of the premises (except as noted in Chapters 1923, 5303, and 5321 of the Ohio Revised Code). A landlord may not seize the furnishings or possessions of a tenant for the purpose of recovering rent payments other than in accordance with a court order. A landlord who violates this is liable for civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, including reasonable attorney fees.

Tips for Landlords

- 1) Before renting to anyone, check their credit history, references, and background.
- 2) Use a written rental agreement.
- 3) Be sure to handle security deposits in accordance with the Ohio Revised Code.
- 4) Timely maintenance and repairs should be a priority.

- 5) Maintain the property's security and take reasonable precautions to prevent criminal activity.
- 6) Be aware of your tenants' right to privacy.
- 7) Disclose lead or other environmental hazards upfront.
- 8) Carefully select, supervise, and train your property managers.
- 9) Purchase liability and property insurance.
- 10) Try to resolve tenant disputes without lawyers and lawsuits.
- 11) Know the difference between "pets" and assistance animals.

Evictions

A landlord can initiate the eviction process if:

- The tenant is in default in the payment of rent.
- The tenant (or persons in the tenant's household or persons on the premises with the tenant's permission) is creating a violation of applicable building, housing, health, or safety codes.
- Compliance with applicable building, housing, health, or safety codes would require alteration, remodeling, or demolition of the premises which would deprive the tenant of the use of the unit.
- A tenant is holding over the tenant's term (staying in the unit after termination or expiration of the rental agreement)
- The residential premises are located within 1,000 feet of any school, preschool, or childcare premises and (1) the tenant or other occupant's name appears on the state registry of sex offenders and child-victim offenders maintained under section 2950.13 of the Ohio Revised Code, and (2) the person named was convicted of or pleaded guilty to a sexually oriented or child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence.

Please note that this section does not apply to a dwelling unit occupied by a student tenant.

Eviction process:

To bring an eviction action, the landlord must serve a 3-day "Notice to Vacate" in person, by certified mail, or at the premises. If the tenant does not move within the 3-day period, then the landlord may file an eviction action at the court where the property is located. The Court will schedule a hearing and send a summons to the tenant. If an eviction action is ordered as a result of the evidence presented at the hearing, the landlord will arrange with the Court to have the tenant's belongings removed from the unit if the tenant does not move. – Local procedures vary, check with an attorney or your municipal court.

Eviction: Second Cause of Action

An eviction summons may include a “second cause of action” to recover money damages. The tenant may answer the claim for money damages. The tenant may answer the claim for money damages within 28 days of receiving the complaint. If the tenant fails to answer the complaint, the Court may issue a default judgment in the landlord’s favor without holding a trial. A default judgment will stop the tenant from later objecting to a landlord’s claim. See your attorney if you want to dispute a second cause claim.

Being evicted does not necessarily end a tenant’s obligation under a lease. The landlord may get judgement for rental payments due for the remainder of the lease term and unpaid utilities, even though the tenant is no longer in the unit.

Notices to Terminate

- The landlord or tenant may terminate or fail to renew a week-to-week tenancy by notice given the other at least seven days prior to the termination date specified in the notice.
- The landlord or tenant may terminate or fail to renew month-to-month tenancy by notice given the other at least thirty days prior to the periodic rental date.
- This does not apply to termination based on breach of condition or duty.
- **A written rental agreement normally describes how to terminate or renew the agreement. If termination or renewal is not stated, then the agreement ends on the date in the agreement, without a presumption of renewal.**
- **A landlord may give a tenant a written notice that the tenant has violated a provision of the Ohio Landlord-Tenant Act that materially affect health and safety and advising the tenant that the rental agreement will end in 30 days. If the tenant corrects the problem, then the rental agreement will not be terminated.**
- **A tenant may give a landlord a written notice to comply with a duty imposed by the Ohio Landlord-Tenant Act that materially affects health and safety and request correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.**
- **If a tenant moves before the lease is up, or if a lease has terminated because of the tenant is in violation of the law, the tenant may be held liable under the lease until the unit is re-rented.**

EXAMPLES

Notice of Termination of Rental Agreement

Date: _____

To: _____

From: _____

Name

Dear _____:

(Landlord)

Pursuant to our rental agreement and Ohio law, you are hereby notified that I/we intent to terminate our rental agreement (or lease) for the residential premises located at:

Effective: _____

Please make arrangements for a mutually convenient time and date for a final inspection of the condition of said premises, return of keys, and for providing information regarding the security deposit for the said premises.

Sincerely,

Signature

(Remove the statement below before presenting this letter.)

This form letter was created to guide you in designing a notice to your landlord or tenant, to correct a landlord or tenant condition, or respond to an action. **THIS LETTER DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, CONTACT AN ATTORNEY.**

Request for Refund of Security Deposit

Date: _____

To: _____

From: _____

Name

Dear _____:

(Landlord)

Please return my security deposit of \$ _____ which was deposited with you for the dwelling rented from you at:

Address

City

State

Zip

Please forward the security deposit with an itemized statement of any deductions from it to the address provided above within 30 days from the delivery of this letter

Sincerely,

Signature

(Remove the statement below before presenting this letter.)

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Notice of Landlord's Breach of Obligation

Date: _____

To: _____

Dear _____:

This letter is to inform you that the following conditions in my apartment are in need of repair:

1. _____
2. _____

The Ohio Landlord-Tenant Law (ORC 5321.04) requires you to keep this rental unit in a fit and habitable condition and to make all repairs. IF the above condition are not corrected by _____ (*a reasonable time, not to exceed thirty (30) days*), I may exercise my right to escrow** my rent with the Clerk of Municipal Court, or apply to the Court for an order to correct the conditions, or terminate my rental agreement as provided for in Section 5321.07 of the Ohio Revised Code.

Please note that ORC 5321.02 prohibits any landlord from retaliating against a tenant by threatening eviction, decreasing services, or increasing the rent because the tenant has engaged in a protected activity, such as complaining about my dwelling conditions.

Thank you for your cooperation. I am sure that you will take care of these conditions so that no further action is necessary.

Sincerely,

Signature

****Note** Escrowing rent is allowable only in the following instances: current on rent, repair materially effects health and safety, landlord is given written notice of the repair, and landlord has failed to make any repairs

(Remove the statement below before presenting this letter.)

This form letter was created to guide you in designing a notice to your landlord or tenant, to correct a landlord or tenant condition, or respond to an action. **THIS LETTER DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, CONTACT AN ATTORNEY.**

Entry Notification Letter

Date: _____

To: _____

From: _____

Name

Dear _____:

(Landlord)

I would like to clarify the requirement for notice before entering my apartment. According to 5321.04 of the Ohio Revised Code, a landlord must give the tenant reasonable notice of his/her intent to enter and enter only at reasonable times. Twenty-four (24) hours is presumed to be a reasonable time of notice to enter under the law. The law provides that if the landlord makes an entry in violation of this provision, the tenant may recover actual damages and obtain injunctive relief, along with the cost of the attorney for the proceedings.

I will be pleased to arrange with you or any of your staff or employees, times for entry into my unit. Please feel free to contact me to set up such appointments. I hope that you will abide by this request and that we can establish a more effective working relationship.

Sincerely,

Signature

(Remove the statement below before presenting this letter.)

This form letter was created to guide you in designing a notice to your landlord or tenant, to correct a landlord or tenant condition, or respond to an action. **THIS LETTER DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, CONTACT AN ATTORNEY.**

Notification of Lease Violation

Date: _____

To: _____

From: _____

Name

Dear _____:

(Tenant)

This letter is to notify you that you are in violation of your Lease. An unauthorized pet has been discovered on the leased premises. Pets are only permitted with the written permission of the landlord. The pet(s) must be removed immediately.

Your full cooperation in this situation is expected.

Failure to comply may result in your eviction and removal from the premises and incurring additional charges such as attorney and court fees.

If you should have any questions or concerns, please feel free to contact me.

Sincerely,

Signature

(Remove the statement below before presenting this letter.)

This form letter was created to guide you in designing a notice to your landlord or tenant, to correct a landlord or tenant condition, or respond to an action. **THIS LETTER DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, CONTACT AN ATTORNEY.**

DEFINITIONS (ORC 5321.01)

Dwelling unit – a structure used as a home, residence, or sleeping place by one person who maintains a household, or by two or more persons who maintained a common household.

Landlord – the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor or sublessor, or any person authorized by the owner, lessor or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement.

Tenant – a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

Rental agreement – any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any provision concerning the use and the occupancy of residential premises by one of the parties.

Residential premises – a dwelling unit for residential use and occupancy and the structure of which it is part, the facilities and appurtenances in it, and the grounds, areas, and facilities for the use of tenants generally of the use of which is promised the tenant. This term includes dwelling units owned or operated by a college or university. This term includes the following (partial list):

- Prisons, jails, workhouses, and other places of incarceration or correction.
- Hospitals and other similar institutions with the primary purpose of providing medical services and homes licensed pursuant to Chapter 3721 of the ORC.
- Tourist's homes, hotels, motels, RV parks, recreational camps, and other facilities for transient occupancy.
- Elementary and secondary boarding schools.
- Orphanages.
- Farm residences furnished in connection with the rental of a minimum of two acres of land for the production of agricultural products by the occupant/s.

Security deposit – any deposit of money or property to secure performance by the tenant under a rental agreement.

Student tenant – a person who occupies a dwelling unit owned or operated by the college or university at which the person is a student. And who has a rental agreement that is contingent upon the person's status as a student.