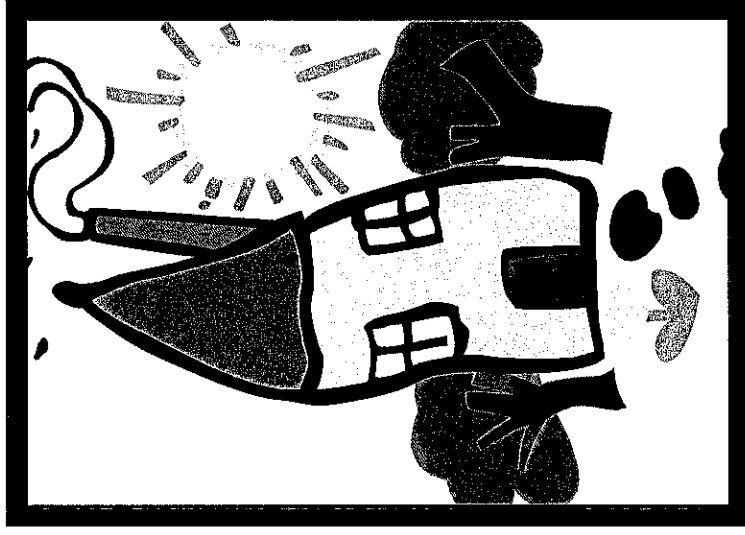


TENANT-LANDLORD GUIDE

PIKE COUNTY
FAIR HOUSING
OFFICE



740-947-4104

PROTESTING RETALIATION

This letter should be used when a tenant feels that the landlord is retaliating because the tenant has complained about conditions in the rental unit.

Date:
Landlord's name:
Address:

Dear _____:

The Ohio Landlord-Tenant Law provides that a landlord may not increase rent, decrease services, threaten to bring an eviction or evict a tenant because the tenant has complained to the landlord about the conditions in a 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 your action of:

is retaliatory.

I hope that this letter will end the matter. However, I want you to know that I will take whatever action is necessary to defend my rights. The law provides for actual damages together with attorney's fees if there is a violation of the above section of law.

Respectfully,

Tenant's name, address, telephone number

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NOTICE OF FORWARDING ADDRESS

The tenant should provide the landlord with a forwarding or new address within 30 days after termination of the lease or rental agreement, and on or before delivery of possession to the landlord.

Date:

Landlord's name:

Address:

Dear _____:

Please be informed that the forwarding address of the undersigned is:

Tenant's name: _____

Tenant's new address: _____

This letter is being sent to you in accordance with ORC 5321.16(B).

Respectfully,

Tenant's name, address, telephone number

INTRODUCTION

The purpose of this Tenant and Landlord Guide is to provide general information for a basic understanding of landlord and tenant rights and responsibilities. However, sometimes simply knowing your rights will not help solve problems. The law has limits. While it protects a tenant from unfair treatment, it also protects a landlord from unreasonable tenant demands. For example: the law may not necessarily force a landlord to improve a tenant's housing conditions; and it is the tenant's responsibility to pay rent when it is due. Therefore, housing conditions not significantly affecting health and safety may not be improved and not having enough money is not normally a legitimate excuse for not paying rent. Landlord and tenant should be prepared to prove their case in court should the landlord/tenant relationship break down.

FAILURE TO REMEDY CONDITIONS TENANT TO ESCROW RENTAL PAYMENTS

This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant will be depositing the rent with the court of jurisdiction in an escrow account. To deposit rent in this manner, the tenant must be current in their rent.

Date:

Landlord's name:

Address:

Dear _____:

On _____, I sent you a letter indicating that the following conditions existed in my apartment and/or common areas:

In my letter, I requested that the aforesaid conditions be remedied by _____. The items remain uncorrected.

Under the Ohio Landlord Tenant Law [ORC 5321.07(A)], I have the right to withhold payment of rent to the landlord under the following circumstances:

- 1) If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04.
- 2) If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
- 3) If the conditions of the premises are such that the tenant reasonably believes that the landlord has failed to fulfill any obligations.
- 4) If a government agency has found that the premises are not in compliance with building, housing, health or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of

RENTING

Leasing usually requires signing a legal document, which is binding between both the landlord and tenant, for a definite time period (usually six months or one year). Renting is usually a month to month arrangement.

Many tenants never sign a lease. If you do not, that does not mean you do not have most of the same rights as tenants who have leases.

If you **do not have a lease**, you should:

- ◆ Get the name and address of the landlord.
- ◆ Know when and where rent is to be paid.
- ◆ Know the utilities you will pay
- ◆ Know the utilities the landlord will pay.
- ◆ Discuss garbage removal, snow removal, and grass cutting.
- ◆ Have a witness who would testify regarding any oral agreement.

If you see things in the rental unit that need to be repaired, it is a good idea not to move in until the repairs are made. If you cannot wait, but the landlord promises to make the repairs, write your own dated list of repairs to give to the landlord and keep a copy for yourself.

Be careful if the landlord promises to pay you to make repairs. Make sure that the amount he will pay is definite and his promise is in writing.

Oral agreements are not recommended, so ask to get all terms and conditions **written down**. Anything that is written will protect you. No one will be able to successfully deny terms and conditions that are in writing.

NOTICE TO REMEDY CONDITIONS

This letter may be sent to a landlord requesting that repairs be made.

Date:

Landlord's name:

Address:

Dear _____:

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, Section 5321.04(A). I am requesting that the following repairs be made to the unit I occupy at _____

_____, _____ County, Ohio:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

Tenant's name, address, telephone number



PAYING RENT:

1. The most important thing about you as a tenant to your landlord is that you pay rent every month. Even if you have a lease, your landlord usually can force you to move if you do not pay your rent **on time**.
2. Make sure you get a **receipt** each time you pay the rent. **Do not** agree to have a receipt sent to you by mail. If you pay by check or money order, keep your cancelled check or your copy of the money order which will prove you paid the rent.

IMPORTANT WORD TO TENANTS

If you have a lease, your rent cannot be changed until the end of the lease. If you do not have a lease, your landlord can raise your rent by any amount he/she wants, if he/she notifies you at least 30 days in advance of the date the rent is due.

WITHHOLDING RENT

As a tenant, the **only time** you do not have to pay rent to your landlord is when you pay it into **escrow with the court**. Otherwise, your landlord will probably be able to force you to leave.

If you believe your landlord has violated any of his/her obligations that **significantly affect health and safety**, you can escrow rent. For example, if necessary repairs have not been made, you should give or mail him/her a written notice of the violations. The notice should be specific and say exactly what the landlord has not done that violates his/her obligations. Make sure that you keep a copy of this notice.

LANDLORD WISHES TO TERMINATE LEASE

This form should be used in situations that do not involve a breach of lease where the landlord wishes to terminate the lease/rental agreement. Remember, the time periods used in this letter will depend on whether the lease term is week-to-week or month-to-month.

Date:

Tenant's name:

Address:

Dear _____:

The purpose of this letter is to inform you that your lease is being terminated in accordance with the Ohio Revised Code 5321.17. You have ____ days from the above date to vacate the premises.

Your failure to vacate the premises within the aforesaid time will force me to initiate eviction proceedings in accordance with the state law.

Respectfully,

Landlord's name, address, telephone number



WHAT THE LAW REQUIRES A LANDLORD TO DO

Whether or not the tenant has a lease, and no matter the kind of housing rented, the landlord has a number of obligations the law says he/she must perform, even if the lease says he/she does not.

The landlord must:

- ◆ Make the house or apartment comply with all building, housing, and health codes which significantly affect health and safety.
- ◆ Make all repairs necessary to make the house or apartment livable.
- ◆ Keep in good working order all electrical, plumbing, heating, and ventilation systems.
- ◆ Supply adequate hot water and heat at all times.
- ◆ Keep hallways and stairways safe and sanitary.
- ◆ Provide garbage cans, if he/she owns four or more units in the same building.
- ◆ Give tenant at least **24 hours notice before he/she enters the rental**. A landlord cannot walk in whenever he/she wants for any reason, except for an emergency, and even if notice is given, he/she must have a legitimate reason to enter.

WHAT A TENANT CAN DO ABOUT PROBLEMS WITH THE APARTMENT OR HOUSE

- ◆ If the landlord does not comply with his/her obligations, a tenant has the right to give notice of the problem and ask him/her to correct it.

WHO CAN HELP

Pike County Fair Housing Office	947-4104
Pike County Job & Family Services	947-2171
Metropolitan Housing Authority	289-4534
Southeastern Ohio Legal Services	1-800-686-3669
Department of Housing and Urban Development	1-800-669-9777 TDD 1-800-927-9275
Ohio Civil Rights Commission	1-888-278-7101 TDD 1-614-466-9353



WHAT THE LAW SAYS A LANDLORD CANNOT DO

There are several things that landlords are prohibited by law from doing.

1. A landlord cannot do anything to prevent his tenant from exercising rights that are listed under **WHAT THE LAW REQUIRES A LANDLORD TO DO**. He/she cannot increase rent, decrease services, bring or even threaten an eviction because a tenant has complained to him or local government about a code violation, or because a tenant has participated in a tenant's union. However, he/she can take any of these actions a reasonable time after a tenant has exercised their rights.
2. A landlord also is not permitted to shut off any utilities, change the locks on an apartment or house, or threaten any of these acts in order to make a tenant move out.
3. A landlord cannot enter an apartment or house whenever he/she wants or repeatedly demand to enter.
4. A landlord is not permitted to remove any personal property from a dwelling without proper court action.

Even if a tenant is behind on rent, a landlord has no right to do any of the things listed in this section. If he/she does anyway, the tenant should consult an attorney.

APARTMENT CHECKLIST

KITCHEN

STOVE _____
SINK _____
REFRIGERATOR _____
FAUCETS _____
SHADES _____
CABINETS _____
WALLS _____
LIGHTS _____
FLOOR _____

LIVING ROOM

WALLS _____
CEILING _____
LIGHTS _____
SHADES/CURTAIN RODS _____
FLOOR _____
DOORBELL _____

WINDOWS

BATHROOM

WALLS _____
CEILING _____
LIGHTS _____
TUB _____
SINK _____
FAUCETS _____
COMMUNE _____
MEDICINE CABINET _____
FLOOR _____

MOVING OUT

WHEN THE TENANT WANTS TO MOVE OUT

If you have a lease, you have an agreement to stay in your house or apartment until the lease expires. If you leave before the end of the lease, you may have to pay the landlord some or all of the rent due for the months you are not living there.

You will not pay any rent for periods after you have moved out **only** if:

- ◆ The landlord agrees to let you sublet your apartment **and** the person who takes over the apartment pays the rent on time. If they do not pay, your landlord can require you to pay the months missed.
- ◆ The reason you are moving is because the landlord has broken one of his/her obligations, you gave him 30 days notice to correct the problem and it was not corrected.
- ◆ You work out an agreement with the landlord. Make sure the agreement is in writing.

When your lease ends, you cannot always just walk out. Read your lease. It might require you to give 30 or more days notice to your landlord before you leave. If you want to stay, your landlord may want you to sign a new lease or may make you a month-to-month tenant (a new lease is recommended). Whether you renew your lease or not, to leave you will have to give the same notice as a tenant who never had a lease.

If you do not have a lease, you have to give your landlord advance notice. If you pay rent once a month, the notice must be 30 days before your next rent is due, if you pay once a week, the notice can be only 7 days. If you leave without giving full notice, the landlord will be able to keep part of your security

WHAT YOU AS A TENANT SHOULD DO

If you agree with everything in the landlord's Complaint you should prepare to move within 2 or at most 3 weeks, **unless** you can get the landlord to agree to let you stay. **Get an agreement in writing.** Otherwise, the landlord can accept your offer of rent that is owed, and **still evict you.**

If you agree with the Complaint but you think he has violated some of his obligations, you might be able to prevent the eviction. You have the right to bring a counterclaim for damages the landlord has done to you. If you think you have a counterclaim, you should immediately consult with someone listed in **WHO CAN HELP** (page 22).

If you disagree with the Complaint, you should immediately consult an attorney. There are many possible defenses to an eviction, including:

- ◆ You offered your rent, but it was refused.
- ◆ You paid part of the rent that was due and the landlord accepted it.
- ◆ You paid this month's rent, although you still owe for a previous month.
- ◆ Your landlord is trying to evict you because you exercised one of your rights.
- ◆ Your landlord did not give you the required "Notice to Leave the Premises".

It is not a legally effective defense if you did not pay rent because you did not have the money.

IF YOU ARE EVICTED

If you do not go to court, or if you go to court and lose your case, **you will have to move out of your apartment within a few days.** If you do not move, the landlord could have a bailiff move you and your property onto the street.

TENANT'S RIGHT TO SUE THE LANDLORD

If you are not satisfied with the amount the landlord returns, or if he/she does not send anything, you have the right to sue in Small Claims Court. But remember: if any rent was due when you moved, the landlord has the right to deduct that amount from the deposit. You probably should not need an attorney to sue your landlord, but you might want to talk to someone listed in **WHO CAN HELP** (page 22) before you go to court.

The amount of money you sue for depends on how much you think was improperly kept by the landlord. If he/she does not respond at all within the 30 days, you have the right to sue for **double the security deposit.**

To win the case, you will need evidence to convince the Small Claims Court referee. To be prepared, you should have:

- ◆ A receipt showing the deposit was made.
- ◆ Receipts for all rent payments to show no rent was owed.
- ◆ A copy of your notice to your landlord with your new address.
- ◆ Witnesses to testify and pictures of the apartment at the time you moved in and the time you moved out.

