



## Tenant/Landlord Rights and Obligations

This information applies to most residential tenants who pay rent for a place to live, with some exceptions (e.g., those who pay rent to live in nursing homes, hotels and motels, and university-owned housing). A slightly different landlord-tenant law applies to those who live in a manufactured or mobile home park.

### What is a rental agreement?

A rental agreement (called a "lease" in this pamphlet) 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 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 a 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 attorneys' 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.

### What are my rights as a tenant?

You are a tenant if you occupy or possess the residential property of another under a lease. If you do what the lease and/or the law requires, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a governmental agency if your landlord violates housing laws or regulations affecting health and safety.
- You have the right to complain to your landlord for failing to perform any legal duties. If you complain and the landlord retaliates by increasing rent, decreasing services or seeking to evict you for complaining, the landlord has violated the law. There are legal remedies to stop or punish retaliation, such as terminating your lease and recovering damages and attorneys' fees.
- You have the right to join with other tenants to bargain with your landlord about lease terms.
- You have the right to know the name and address of the owner of your residential premises and the owner's agent, if applicable. This information must appear in your written lease or be given to you in writing when you begin your tenancy if the lease is oral. If your landlord fails to provide this information, you do not have to notify your landlord before escrowing your rent with the court.

- The county auditor also maintains records on residential property owners.
- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons and without notice in certain emergency situations.
- If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.
- If you have notified your landlord, in writing, of problems at your rental property or of an insect or rodent infestation, the landlord should remedy the problems within a "reasonable" amount of time. For a broken furnace in mid-January, a reasonable amount of time may be just a few days. The landlord may take up to 30 days to make less critical repairs.

If the landlord fails to make repairs within a reasonable amount of time (not more than 30 days), you may have the right to get a court order for repairs to be made, obtain a court-ordered reduction in rent, or terminate the lease. You also have the right to escrow your rent.

### What does escrowing rent mean?

Escrowing your rent means that you deposit your rental payments with the clerk of the municipal or county court, depending on where you live, instead of paying your landlord. Before you can escrow your rent, you must first wait the FULL 30 days after notifying the landlord of its failure to fulfill obligations. However, if there is an emergency, such as lack of heat in winter or lack of water, you can start escrowing your rent earlier. The notice requesting repairs must be clear and detailed enough that your landlord and the court can understand exactly what is wrong. You must send the notice to the place where you normally pay rent. Keep a photocopy of the notice and send it with a "certificate of mailing" so you have proof you sent the notice. You must deposit your rent into escrow on or before the date when your rent is due. If your rent is due on the 5th of every month, deposit your rent on or before the 5th.

The court will tell your landlord that you have started depositing your rent into a rent escrow account. Once the landlord makes the repairs, you can ask the court to release the money to the landlord.

- You may **NOT** escrow your rent if:
  - you are not current in your rental payments ; or
  - you received written notice when you moved in that the landlord **owns three or fewer dwelling units**.

### What are my obligations as a tenant?

As a tenant, you must:

- Keep the premises safe and sanitary.
- Dispose of all garbage in a safe and sanitary manner.
- Keep plumbing fixtures in the unit as clean as their condition permits.
- Operate all electrical and plumbing fixtures properly.
- Comply with all state and local housing, health and safety code standards.
- Not intentionally or negligently destroy, deface, damage or remove any fixture, appliance or other part of the premises, or allow your guests to do so.
- Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.
- Not disturb, or allow your guests to disturb, your neighbors.
- Not allow controlled substances (such as drugs) to be present on the property.

- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs or show the property to prospective buyers or renters. Twenty-four hours of notice is not required in emergencies, or for the landlord to deliver large parcels, or upon agreement with the landlord.
- Not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool or child daycare center.

The tenant cannot change any of these legal duties, but the landlord may agree to assume responsibility for fulfilling any of them.

#### What are my rights as a landlord?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You can rent your property for any amount you wish. Unless you have a written or oral lease that provides for a fixed rent for the lease term (such as a one-year lease), you can increase rents in any amount, but you must give adequate notice. If you give your tenant notice of a rent increase for a month-to-month tenancy, the rent increase will not be effective until 30 days from the next date rent is due.
- You may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with federal or state law, including federal and state anti-discrimination statutes.
- You may evict the tenant for nonpayment of rent or for breaking any significant term of the lease. You must give the tenant written notice of your intent before filing an eviction action in court. For nonpayment of rent, you must give notice at least three days before filing the eviction action or the court will dismiss the case. In other cases, you must give the tenant 30 days to correct the violation before beginning an eviction action. Do not count the day you give the notice or weekends and holidays, and wait until *after* the third day before filing the eviction complaint.
- If a tenant's violation materially affects health and safety, you must notify the tenant in writing and give the tenant 30 days to resolve the problem before filing an eviction.
- After reasonable notice to the tenant (24 hours), you have the right to enter the premises to inspect, repair, make improvements, supply services or show the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, *except for ordinary wear and tear*.

#### What are my obligations as a landlord?

You have certain obligations under Ohio law whether or not they are written into a lease. You cannot change these obligations or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of them under any circumstance. For example, a lease requiring the tenant to assume responsibility for making all repairs could not be enforced.

As a landlord, you must:

- Comply with the standards of all building, housing, health and safety codes that significantly affect health and safety.
- Make all repairs, doing whatever is reasonably necessary to keep the rental premises in a fit and habitable condition.
- Keep all common areas of the premises in a safe and sanitary condition.
- Maintain in good working condition all electrical, plumbing, sanitary, heating and air conditioning systems, and fixtures and appliances you have supplied.
- Provide and maintain trash receptacles and provide for trash removal if you own four or more units in the same building.

- Supply running water, reasonable amounts of hot water and heat at all times. (You may require the tenant to pay any or all utility bills *for his or her unit*, whether it is an apartment or a house.)
- Not abuse your right to enter the property for legitimate reasons. (If this right is abused, you have invaded the tenant's privacy.)
- Commence eviction proceedings against a tenant who is illegally using or permitting the use of controlled substances on the premises.
- Comply with the rights of tenants under the Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.
- Not attempt to evict a tenant without a court order by changing the locks, terminating utility service or removing the tenant's belongings.
- For property located in a county with a population of more than 200,000 residents, register with the auditor of the county in which the property is situated, providing your name, address and telephone number. (If you do not live in Ohio, or if you own the property in the name of an entity not registered with the Ohio Secretary of State, you must name an Ohio resident as agent for service of process.)
- If your property was built before 1978, give your tenant a lead-based paint disclosure form and a copy of the U.S. EPA's "Protect Your Family from Lead in the Home" pamphlet. Also, the lease must include a specific warning statement about lead-based paint.

As a landlord, you may be liable to a person who is injured in an area you control or as a result of your failure to maintain and repair certain basic items as required by law or the lease. If the lease is in writing, you must give the tenant your name and address *and* the name and address of your agent, if any. If the lease is oral, you must provide the same information in writing when the tenant moves in. *If you fail to provide this information, you waive the right to be notified of conditions before the tenant escrows the rent.*

#### How do I get back my security deposit?

When you move out at the end of a lease term, both you and your landlord must follow certain rules. As a tenant, you should return the key to the landlord and give the landlord a forwarding mailing address where the security deposit can be mailed. Also, you must repair any damages caused by your intentional or negligent actions or those of your guests, but you are not responsible for any damages caused by ordinary usage or wear and tear.

After you move out, any remaining security deposit your landlord holds can be applied to unpaid rent, utilities, late fees or to any damage your actions may have caused. The landlord must return the balance to you. Assuming you give the landlord a new or forwarding address, the landlord must, within 30 days, return to you all money remaining after lawful deductions, which the landlord must itemize for you. If the landlord does not return the money owed by that time, you can file a claim with the court. The court can order the landlord to pay the tenant twice the money owed plus attorneys' fees.

#### Do I need an attorney?

This information, based on Ohio law, is issued to inform you, not to advise you about your particular case. Do not try to apply or interpret the law without help from an attorney who knows the facts, which may change the way the law is applied. Low-income tenants may qualify for free legal services from legal aid programs, available in all Ohio counties. Call 1-866-LAW-OHIO for a legal aid provider near you.

03/28/2016

© March 2016 Ohio State Bar Association

Funding from the Ohio State Bar Foundation

This is one of a series of LawFacts public information pamphlets. Others may be obtained through [www.ohiobar.org/LegalHelp](http://www.ohiobar.org/LegalHelp)

*The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting your own attorney.*