

Note to landlords! Make certain that the 3-day eviction notice includes the following words prominently printed or written to be valid:

“YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.”

Eviction by Self-Help

Self-help eviction is prohibited! Whether or not a tenant's right to continue use of the premises has ended, a landlord may not shut off utilities, change locks, etc. The fact that a tenant falls behind in rent does not release the landlord from any legal obligations.

Security Deposit

A security deposit is money given by a tenant to the landlord, which serves to guarantee the tenant's performance of his/her duties under the terms of the lease/rental agreement. Landlords cannot charge tenants for normal wear and tear.

Before the tenant moves, he/she must provide the landlord a written notice of a forwarding or new address. The landlord must do one of the following within 30 days of the time the tenant gives up occupancy and terminates the rental agreement:

1. Return the full security deposit.
2. Return the balance of the security deposit with an itemized written list of deductions, including past due rent owed, lists of damages, etc.

If, after 30 days, the landlord does not return the deposit, the tenant may sue for double the amount wrongfully withheld, and reasonable attorney's fees. Currently, the tenant may bring security deposit claims for \$3000 or less to Small Claims Court, without an attorney.

Failure to leave a forwarding address does not forfeit the tenant's right to the security deposit, but forfeits the right of double damages and legal fees.

Interest on Deposit

If the total security deposit is more than one month's rent and the tenant stays more than six (6) months, the landlord must pay interest on the amount that is greater than one month's rent.

Retaliation

The Ohio Landlord Tenant Law forbids a landlord from retaliating against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an eviction action because the tenant has:

1. Complained to a governmental agency about a code violation by the landlord.
2. Complained to the landlord that he/she has failed to fulfill an obligation.
3. Deposited rent in escrow with the Clerk of Courts.
4. Joined with other tenants to negotiate terms.

A landlord who engages in retaliation may be held liable for any actual damages to the tenant and reasonable attorney's fees.

Rent Increases

There is no rent control in Ohio, except in subsidized housing programs. A landlord may increase the rent unless there is a lease preventing it. In the case of a lease, landlords may not raise the rent during the term of that agreement. In the case of a month-to-month agreement, landlords must give a full thirty days notice or a 7-day notice in a week-to-week tenancy before raising the rent.

Fair Housing

FAIR HOUSING IS THE LAW! Fair Housing means equal and unrestricted housing choices in the same housing market for all persons of similar income levels regardless of race, color, sex, religion, national origin, ancestry, handicap or familial status (protected classes). Federal, state and local laws prohibit discrimination in rental, sales, lending, advertising, appraisals and homeowner's insurance.

Anyone who can afford to pay should be able to rent or buy the housing of his or her choice. Today, housing discrimination is subtle and sophisticated. Does this sound familiar? "Sorry, I rented the unit right after you called." "This house only has two small bedrooms, so we don't allow children."

If you were robbed, would you report it? Don't be robbed of your civil rights. Report housing discrimination! If you suspect that you have been discriminated against, call Stark County Fair Housing Department to file a complaint.

Important Phone Numbers

Alliance

Alliance Clerk of Courts	330-823-6600
Alliance Code Enforcement	330-823-5122
Alliance Health Department	330-821-7373

Canton

Canton Clerk of Courts	330-489-3203
Canton Code Enforcement	330-430-7819
Canton Fair Housing Office	330-438-4133
Canton Health Department	330-489-3231

Massillon

Massillon Clerk of Courts	330-830-1731
Massillon Fair Housing Department	330-830-1717

Stark County

Stark County Bar Association	330-453-0686
Stark County Building Inspection	330-451-2370
Stark County Health Department	330-493-9904
Community Legal Aid Services	330-456-8361
Stark Metropolitan Housing Authority	330-454-8051

Note: The information in this brochure is provided to assist you in understanding the rights and responsibilities of landlords and tenants. Part of this brochure has been taken from the *Ohio Revised Code*, Chapter 5321.

It is important to realize that none of the information in this brochure is legal advice. For legal advice, contact an attorney, Community Legal Aid Services, or the Stark County Bar Association.

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Know Your Rights

A Brochure for Landlords and Tenants



Stark County Regional Planning Commission
Stark County Fair Housing Department
201 Third Street NE, Suite 201
Canton, Ohio 44702-1211

Phone: 330-451-7775

Including the City of Alliance

Business Relationship Between Parties

This brochure has been written to serve as a resource for residential landlords and tenants. While both the landlord and tenant should strive to maintain a cordial relationship with each other, neither should forget that this is a business relationship. When problems arise, any oral communication should be followed by or prepared in conjunction with a written communication. Always keep a copy of the written communication. The written communication should be provided to the party in a way that confirms it was sent and received (e.g. have the other party sign a copy as a receipt; send it by certified mail, return receipt requested; or fill out a "certificate of mailing" at the post office).

Obligations of Landlords

The landlord's duties are specifically stated in the *Ohio Revised Code* Section 5321.04. A landlord who is a party to a rental agreement shall do all of the following:

1. Comply with housing, health and safety codes.
2. Make all repairs and keep the premises in a fit and habitable condition.
3. Keep all common areas safe and sanitary.
4. Maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied.
5. Provide garbage cans and arrange for pickup. (Only if four or more units in the same building.)
6. Supply running water, reasonable amounts of hot water and heat at all times, except where heat or hot water is under the control of the tenant and supplied by a direct public utility connection.
7. Not abuse the right of access.
8. Give the tenant reasonable notice, unless it is an emergency, before entering a tenant's unit and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice.
9. Evict tenant, when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household, or a guest, occurring in or connected with the tenant's premises.

Obligations of Tenants

The tenant's obligations are specifically stated in the *Ohio Revised Code* Section 5321.05. A tenant who is a party to a rental agreement shall do all of the following:

1. Keep the premises safe and sanitary.
2. Dispose of rubbish and garbage in a clean, safe and sanitary manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Use and operate all electrical and plumbing fixtures properly.
5. Comply with housing, health and safety codes.
6. Personally refrain and forbid guests from destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
7. Maintain appliances supplied by the landlord in good working order.
8. Act in a manner that will not disturb any neighbors, and require guests to do the same.
9. Permit the landlord to enter the unit if the request is reasonable and proper notice is given.
10. Comply with state drug laws in connection with the premises, and require household members and guests to do likewise.

Rent Withholding (Escrow) for Repairs

A landlord is responsible to make repairs that are his or her responsibility, to keep the premises safe, and to meet the requirements of any local or state health, safety and building codes.

If the tenant reasonably believes that the landlord has failed to fulfill any such obligations, the tenant may give the landlord a written notice of the conditions which need to be corrected. This notice must be delivered to the person or place where rent is normally paid. The tenant should keep a copy of this notice.

If the landlord fails to make the repairs or remedy the condition within a reasonable time, not to exceed 30 days, the tenant may do one of the following:

1. Deposit rent with the Clerk of Courts on or before the normal rental due date.

2. Request the court to order the repairs be made; request that rent be reduced until repairs are made; or request that rent deposited be used to remedy the conditions.
3. Terminate the lease or rental agreement.

Note: The tenant must be current in rent payments for this section to apply.

If, at the time of initial occupancy, the landlord has given the tenant a written notice stating he/she owns three or fewer rental units, the tenant may not exercise these rights. If a tenant is a student occupying the unit, the tenant may not exercise these rights.

If the landlord has failed to provide a written notice with the name and address of the owner and owner's agent, if any, the owner gives up the right to a notice before a tenant takes legal action.

Termination of Lease/ Rental Agreement

A written lease/rental agreement normally specifies the method of termination or renewal. If termination or renewal is not specified, then the agreement ends on the date of the agreement.

Noncompliance

If the tenant fails to fulfill any obligations, the landlord may deliver a written notice to the tenant specifying the act that constitutes noncompliance. The notice may specify that the rental agreement will terminate in thirty days. If the tenant fails to correct the condition(s) within 30 days, the rental agreement shall terminate as provided in the notice.

Termination of Periodic Tenancies

The landlord or the tenant may terminate a week-to-week tenancy by giving at least a seven-day notice or at least a thirty-day notice for a month-to-month tenancy. The thirty-day notice should be given prior to the periodic rental due date.

No reason need be given a tenant or landlord, as long as proper notice is given to the other party.

Drug Activity in Rental Housing

A landlord need not give a tenant a thirty-day notice if the landlord has actual knowledge of, or has reasonable

cause to believe that the tenant, any person in the tenant's household, or the tenant's guest has or presently is engaged in drug activity. A landlord having "actual knowledge of, or has reasonable cause to believe" that drug activity is occurring on the premises is based on a legal search. The landlord only needs to give a three-day notice to terminate the week-to-week tenancy, month-to-month tenancy, or other rental agreement.

Eviction

A landlord may bring an eviction action against the tenant for the following reasons:

1. Default in the rental payment.
2. Remaining beyond the term of the rental agreement.
3. Violation of the lease/rental agreement. This eviction usually occurs after service of non-compliance and the tenant fails to correct.
4. Violation of any building, housing, health, or safety codes.
5. Necessity for remodeling or demolition to comply with specific health or building codes.

Eviction Process

To bring an eviction action, the landlord must first serve the tenant with a three (3) day notice to vacate.

If the tenant has not vacated at the end of three days, the landlord may file a "forcible entry & detainer" with the Clerk of Courts. A forcible entry & detainer action is a statutory remedy which provides a summary method for a landlord to obtain restitution of possession of the leased premises. The Clerk of Courts will schedule a hearing. The tenant will receive a summons and complaint from the court at least ten days before the court date. The time between filing and the hearing is usually between 10-20 days. The tenant should consult with a legal representative before they get the summons.

At the hearing, the landlord and tenant will present their evidence in support and in defense of the eviction action, and the magistrate will make a decision.

If the court grants the eviction and the tenant still does not vacate, the landlord must then request that the court issue a Writ of Restitution. This authorizes the court to send a bailiff out to the property to oversee the removal of the tenant's belongings.

A landlord must not remove any tenant's possessions without a court order.