



Your Ohio Tenant Rights



Oberlin Human Relations Commission

Oberlin City Manager's Office

City of Oberlin

85 South Main Street

Oberlin, Ohio 44074

(440) 775-7217

BEFORE YOU MOVE IN, WE ENCOURAGE YOU TO READ THIS BOOKLET AND REVIEW YOUR LEASE AGREEMENT BEFORE YOU SIGN ANYTHING.

FOLLOWING THESE SIMPLE SUGGESTIONS WILL OFFER BETTER PROTECTION OF YOUR TENANT RIGHTS!

Landlord's Name: _____

Address: _____

City: _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____

Rent Due Date: _____ **Late Fee After:** _____

Lease Date From: _____ **to:** _____

Security Deposit: _____

Utility are paid by (circle one) Renter or Landlord

Other notes about lease agreement: _____

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Note: None of the information in this brochure is legal advice.
For legal advice, contact an attorney.

Introduction

The purpose of this handbook is to make you aware of your rights and responsibilities as a tenant. The law protects you from unfair treatment, but it also protects a landlord. One example is that the law may not necessarily force a landlord to improve your housing conditions. Another example is that you, as the tenant, must pay rent when it is due. Not having enough money is not normally a legitimate excuse for not paying rent. (NOTE: This is intended to apply only to residential leases or oral agreements.) In addition, the law changes so **if you have a specific legal problem, you should consult an attorney.**

MOVING IN

Make sure you have the landlord's name, address and telephone numbers. Make sure you know which utilities you will pay and which the landlord will pay. If utilities are to be shared with other tenants, make sure you know the portion you have to pay, including the method of how utilities are paid. Other items you should discuss with your landlord include garbage removal, snow removal, and grass cuttings.

If you see things in the rental unit that need to be repaired right away, don't move in until the repairs are made. If you cannot wait, but the landlord promises to make the repairs, write your own list of needed repairs and give it to the landlord. **Keep a copy** of this list as well as any other papers you give the landlord! Be careful if the landlord promises to pay you and/or to reduce your rent if you make repairs: Make sure that the amount to be paid or reduced from your rent is **in writing (with the landlord's signature, if possible)**. Having these items in writing will help protect you in the event that there is a later disagreement.

Oral agreements are not recommended, but if oral agreements are made, try to have a **witness** who could testify later as to what was said. It is best

if the witness is not a relative or close friend, but someone neutral like a neighbor or a member of a tenants' union.

IF YOU HAVE A LEASE, it should contain:

- 1) A property description or address;
- 2) Your name and the landlord's name;
- 3) Duration (or term) of the lease;
- 4) Due date for rent;
- 5) Amount of rent and any "late charges" associated with late payment of rent;
- 6) Responsibilities for maintenance of the rental unit;
- 7) Notice requirements to terminate a lease;
- 8) Landlord's rules and regulations;
- 9) Your rights and responsibilities.

After you have read your lease, and you feel that you are clear about the provisions, tell your landlord about any changes you think are needed.

Take note of:

- Sublease provisions;
- Length of lease and automatic renewal;
- Maintenance responsibilities;
- Rules and regulations;
- Security deposit;
- Whether utilities are included in rent payments;
- Use of laundry and recreational facilities.

Some leases may contain *provisions that are generally forbidden by law.*

The follow are some examples:

- A provision that forces you to agree to accept the blame in any future dispute with your landlord. Such a clause will usually provide that you will pay your landlord's legal fees in any court action taken against you;

- A provision permitting the landlord to take unfair advantage of you, such as requesting and failing to return “security deposits” or “prepaid rent” under false pretenses or unproven evidence (See *Security Deposits*, page 15);
- A provision permitting the landlord to take possession of your personal property for non-payment rent;
- A provision freeing the landlord from responsibility for negligence in causing you or your guest’s injury;
- A provision permitting retaliation against you by evictions, shutting off the water, padlocking doors, and/or turning off heat;
- A provision permitting the landlord to force you to continue to pay rent for a dwelling gutted by fire, tornado, or other disaster.

NOTE: *Even though these unlawful clauses may not be binding, you may be forced to go to court to pursue your rights. It is much better to try to remove illegal clauses before signing the lease. A landlord who offers a lease containing illegal clauses and refuses to change them may not be the type of landlord from whom you wish to rent.*

WHAT THE LAW SAYS A LANDLORD MUST DO

Whether or not you have a lease, and regardless of the type of housing being rented, the landlord has a number of obligations under the law, ***even if the lease says otherwise.*** The landlord must:

- 1) Make the house or apartment unit comply with all building, housing, and health codes that significantly affect health and safety;
- 2) Make all repairs necessary to make the house or apartment livable;
- 3) Keep in good working order all electrical, plumbing, heating, and ventilation systems;

- 4) Supply adequate hot water and heat at all times;
- 5) Keep hallways and stairways safe and sanitary;
- 6) Provide garbage cans (if there are four or more rental units in the same building);
- 7) Give you at least **24 hours notice before** entering the house or apartment; except in an emergency, you may refuse to admit the landlord if proper notice has not been given.

WHAT THE LAW SAYS A LANDLORD CANNOT DO

There are several things that landlords are ***prohibited*** by law from doing:

- 1) A landlord can not do anything to ***prevent you from exercising rights*** that are listed in the section called *What You Can Do About Problems With a House or Apartment*, (page 9);
- 2) The landlord may not increase rent, decrease services, or bring (or even threaten to bring) an eviction action because you have complained about a code violation or because you participated in a tenants' union;
- 3) A landlord is not permitted to shut off any utilities, change the locks or threaten any of these acts in order to make you move out;
- 4) A landlord cannot harass you by repeatedly demanding to enter a house or apartment or by entering at unreasonable times of the day;
- 5) A landlord is not permitted to remove any of your property from a dwelling without a proper court order (unless you have abandoned your apartment).

Even if you are behind in paying rent, a landlord has no right to do any of the things listed in this section. If the landlord does anyway, you should consult an attorney. (See the Introduction Section of this pamphlet.)

WHAT YOU MUST DO:

To your landlord, the most important thing about you, as a tenant, is that you *pay rent on time*.

IF YOU DO NOT HAVE A WRITTEN LEASE, or if the term of your lease is month-to-month, your landlord can raise your rent by any amount, provided you are notified at least 30 days in advance of the next date rent is due. (For example, assume your rent is due on the first of each month. If, on May 15th, you receive notice that your rent will be raised from \$250 to \$300 as of the next rental payment due date, that is less than 30 days before June 1st, so the rent should not go up until July 1st. (NOTE: If you are required to make weekly payments, the notice period is 7 days, not 30.)

It is recommended that you not pay in cash; however, if you do, make sure you *get a receipt each time*. 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 to prove you paid the rent. Use a money order that makes a duplicate copy, not the kind where you just keep a stub (unless you make a copy of the complete money order.)

In addition to paying your rent on time, you have other legal obligations as a tenant. In general, you must avoid damaging the apartment.

Specifically, you must:

- 1) Keep your apartment or house safe and sanitary;
- 2) Dispose of trash, garbage and recycle in a sanitary manner;
- 3) Keep all appliances that the landlord provides in good working order;
- 4) Keep the electrical and plumbing fixtures clean and use them properly;
- 5) Not damage the apartment or permit your guests/visitors to do so;
- 6) Not disturb other tenants;

- 7) Permit your landlord to enter your apartment if you receive at least 24 hours advance notice (provided he/she has good cause to do so);
- 8) Make certain that you, your family or guests do not violate Ohio's drug laws.

Your landlord can ask a judge to evict you if you do not perform your tenant obligations. To evict you for a violation of one of those obligations, your landlord must give you written notice of the violation. If you do not correct the condition within 30 days, your landlord can begin an eviction action in court. If you do not pay your rent, your landlord can evict you sooner: A 30-day notice is not required.

If you make repairs to the rental unit, your landlord will not be required to pay you for the work you did unless you have a written agreement, or unless you can convince a judge that the landlord made a promise to reimburse you.

WHAT YOU CAN DO ABOUT PROBLEMS WITH A HOUSE OR APARTMENT

If a landlord does not comply with legal obligations, you have the right to give notice of the problem and ask that it be corrected.

Tenants have the right to form a ***tenant's union***. This way you can work together to help solve problems. You can give the landlord notice of repairs that are needed in your building, and if necessary, you can escrow rent (see *Depositing Rent* section, page 10).

You are responsible to your landlord for any damage you cause and your landlord has the right to deduct money from your security deposit when you move out. Should the security deposit not be enough to cover excessive damages, the landlord may also sue you for additional damages, above the security deposit. However, you are not responsible for normal

wear and tear (for example, walls that routinely need to be repainted, or plumbing fixtures that break down because of age.)

You also have the right to notify the building, housing, or health department of any violations of any city, county, state, or federal codes. You have the right to ***request an inspection*** of your house or apartment.

Make sure you have proof of the needed repairs so you will be able to convince a judge or jury. Pictures should be taken, and a witness should inspect the house or apartment (witnesses should not be relatives or close friends of yours). An inspection report can be used to prove violations of the landlord's obligations (listed in above in *What the Law Says a Landlord Must Do, page 6*).

DEPOSITING RENT (ESCROW)

As a tenant, the only time you do not have to pay rent to your landlord is when you pay it to the court instead. This situation is called "escrowing rent." Before you escrow rent, make sure you do ***everything*** described in this section. Otherwise, should it come to it, your landlord will probably be able to win against you in court.

If you believe your landlord has violated any obligations (listed in above in *What the Law Says a Landlord Must Do, page 6*), for example, by failing to make necessary repairs, you should give a ***written*** notice of the violations.

The notice should be specific and say exactly what the landlord has done or not done which violates these obligations. Keep a copy of this notice. If you are afraid your landlord will deny receiving the notice, you should send it by certified mail, return receipt requested, or deliver it in person with a witness present.

If the problem you notified the landlord about significantly affects health and safety, and has not been corrected in 30 days, you are permitted to pay your rent to the court. NOTE: You must wait the full 30 days (to allow the landlord to repair or resolve the problem) before you pay rent to the court. (For very urgent problems, such as no heat in the winter, you need wait only a reasonable time before you pay rent to the court.)

If your rent comes due before the 30 days have expired, you must pay your rent to the landlord and thereafter deposit your next month's rent with the court during the following month. For example, if you give your landlord notice on April 3rd and your rent is due on the 1st of each month, on May 1st you should pay the rent to your landlord. The soonest that you would be permitted to pay your rent to the court would be the 1st of June.

It is important that you pay the entire rental amount that is due on or before the day the rent is normally due to your landlord.

Your Other Remedies

If the problem is not corrected after you pay your rent to the court, you can ask the court to reduce your rent until repairs are made, or to order the landlord to make the repairs. NOTE: These are extreme remedies that the court will not grant very often. Do not ask a court for these remedies until you have talked with an attorney.

You also have the right to cancel your lease if your landlord has not made repairs, but only if you have followed all of the steps in this section and if the problems significantly affect your health and safety.

MOVING OUT: WHEN YOU WANT TO

IF YOU DO NOT HAVE A WRITTEN LEASE, you must give your landlord proper notice. It is best to give notice in writing. If you pay

your rent once a month, the notice must be given at least **30 days before the next time your rent is due.**

If you pay once a week, the notice need only be 7 days. If you leave without giving the full notice, the landlord will be able to keep part of your security deposit as rent for the last month or part of the month.

IF YOU HAVE A WRITTEN 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 have to pay any rent after you have moved out if:

- 1) The landlord agrees to let you sublet your apartment and the person who takes over the apartment pays the rent on time. (If the new tenant does not pay, your landlord can sue you);
- 2) The reason you are moving is because the landlord has broken an obligation (above in *What the Law Says a Landlord Must Do*, page 6.), you gave 30 days notice to correct the problem (see *Depositing Rent* section, page 10), and it was not corrected. Because this can be tricky, we recommend you consult an attorney.
- 3) You work out an agreement with the landlord. Make sure the agreement is in writing.
- 4) You do so in a way provided for in your lease. Read your lease.

When your lease ends, you cannot 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. If you want to become a month-to-month (or week-to-week) tenant instead of signing a new lease, you will have to give the (30-day or 7-day) same notice as a tenant who never had a lease.

Be sure to read about security deposits (Security Deposits [page 15]) before you move.

MOVING OUT: WHEN THE *LANDLORD WANTS YOU TO*

IF YOU DO NOT HAVE A WRITTEN LEASE, the landlord can end a rental agreement by simply giving you 30 days notice to vacate if you pay rent monthly (or 7 days notice if you pay weekly). The notice must be given to you before the rent is due for the last month that the landlord wants you to stay there. For example, if your rent is due on the 1st of each month, and your landlord wants you to move out by October 1st, your landlord would have to give you the notice on or before September 1st. If your landlord gives 30 days notice on September 10th, the 30-day notice to vacate would not be effective until October 1st (as the notice must be given 30 days before the next rental/lease payment is due). Therefore, you should pay your rent as usual on October 1st (*which is when the 30-day notice to vacate period would begin*).

IF THERE IS A WRITTEN LEASE, you can stay until the lease expires, unless the landlord claims you violated the lease or one of your tenant obligations (see *What You Must Do*, page 7).

A Landlord Can Ask a Court to Evict A Tenant With Or Without a Lease:

- If you do not pay rent when it is due;
- If you stay in the apartment after the lease has expired, without paying rent;
- If the landlord gives you 30 days notice to move (see above) and you stay in the apartment past the deadline;
- If the landlord gave you a notice to correct a condition in the house or apartment (see *What You Must Do*, page 7) and you did not correct the problem within 30 days;
- If you violate a term of the lease;
- If the landlord has reasonable cause to believe that you, a family member, or guest violated Ohio's drug laws.

What A Landlord Must Do To Legally Evict You:

- First, a landlord must give you a “Notice to Leave the Premises.” This will tell you to move out, usually in 3 business days, or else an eviction action may be started. ***You do not have to move out in 3 days.***
- Anytime later than 3 business days after you get the notice, the landlord can go to court and begin an ***eviction lawsuit***. You will receive from the court a copy of a “Summons in Action for Forcible Entry and Detainer” and a “Statement of Claim,” which will give the reasons for the eviction. The summons will also state the date, time, and place of the hearing. A hearing will be scheduled between 5 and 14 days after the time you receive the summons and complaint.
- At the hearing, you and your landlord will both be able to present your case to the court. If the court agrees with the landlord that there is a legal reason to evict, an order of eviction will be issued.
- If the landlord wins the lawsuit, ***you will have to move***. This must happen within 10 days, but will probably be sooner, possibly as soon as the next day.
- If you are not out within the allowed time, ***a court bailiff can legally move you and your property into the street.***

What You Should Do

- If everything in the landlord’s “Statement of Claim” is true, you should prepare to move within two days of the date of the eviction hearing, ***unless*** you persuade the landlord to agree to let you stay longer. You should consult an attorney immediately. If you make an agreement with the landlord, get it in writing and make sure that

either the Complaint has been dismissed or that the written agreement has been filed with the court.

- If the “Statement of Claim” is true, *but* you think *the landlord has violated* some obligations, you might be able to prevent the eviction. You have the right to bring a *counterclaim* for damages against the landlord. If you think you have a counterclaim, you should immediately consult with an attorney.
- *If there are things in the “Statement of Claim” that are not true, you should immediately consult an attorney.* There are many possible defenses to an eviction, including:
 - 1) You offered your rent, but it was refused;
 - 2) You paid part of the rent that was due and the landlord accepted it;
 - 3) You paid this month’s rent, although you still owe for a previous month;
 - 4) Your landlord did not give you the required “Notice to Leave the Premises”, or it was in the wrong form.

NOTE: *Not having the money to pay rent is not a legal defense.*

Sometimes in an eviction lawsuit a landlord will ask the court to order you to pay rent. Read the “Statement of Claim” and any attached papers carefully. If the landlord is asking the court to order you to pay in addition to making you move out, you must submit an answer to the court. An attorney can help you prepare an answer.

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* within 10 days, **probably sooner** (In as little as 2 days). If you do not move, the landlord could have a court bailiff move you and your property onto the street.

SECURITY DEPOSITS

A landlord is permitted to request a security deposit of any size. If the landlord keeps the deposit for at least 6 months, you must be paid interest on any part of the deposit that exceeds one month's rent. The deposit (or part of the deposit) may be kept by the landlord when you move out if there is any *unpaid rent or if you damaged the house or apartment*.

Even *before you move in*, you can prepare to get your security deposit back. Inspect the apartment with someone who can be your witness and, if possible, with your landlord, too. Make a written list of the defects, give a copy to your landlord and ask for a written statement that they will be corrected. Take pictures.

When you move out, the apartment should be clean. Remove all property, clean ovens and refrigerators, and leave the apartment in good condition for a new tenant. Normal wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use) is not your responsibility. Anything damaged or misused is your responsibility.

Upon moving out you should go through the apartment again with a witness (if possible, with the same one as before and, if possible, with the landlord). Make another list of any damages. Take pictures again. You should return the keys to the landlord. *Give him/her your new address in writing and be sure to keep a copy.*

Within 30 days, the landlord is required to return the deposit or send a written statement explaining in detail why the deposit (or any part of it) is not returned.

SUING YOUR LANDLORD FOR RETURN OF THE SECURITY DEPOSIT

If you are not satisfied with the amount of security deposit the landlord returns, or if you don't get anything, you have the right to sue in small claims court.

The amount of money you sue for depends on how much you think was improperly kept by the landlord. If you don't get the written statement within 30 days, you may have the right to sue for double the amount of the security deposit.

To win the case, you will need evidence to convince the Court. You should be prepared with:

- 1) A receipt showing that the deposit was paid;
- 2) Receipts for all your rent payments to show that no rent was owed;
- 3) A copy of your notice to your landlord with your new address;
- 4) A witness to testify about, and pictures to show, the condition of the apartment at the time you moved in and at the time you moved out.

A NOTE ON PUBLIC HOUSING PROGRAMS

Tenants who live at any Metropolitan Housing Authority projects, who rent through the Section 8 program, or who live in other government subsidized housing ***have all the same rights as other tenants and additional rights***, too. In all of the programs, the landlord ***may not evict a tenant except with good cause***. That means a landlord may not simply give you 30 days to move. There must be a compelling reason.

Tenants in public housing who rent directly from the Housing Authority also have a grievance procedure that permits them to challenge actions by the Housing Authority. Grievances can be filed about any problem such as bad maintenance, improper charges for damages that are not your fault, an attempt to evict you, etc.. Read your lease and grievance policy. There are time limits to filing a grievance. You may lose your right to file a grievance if you do not file it on time.

THE OHIO LANDLORD TENANT ACT

In Ohio, landlord-tenant relations are governed by the Ohio Landlord Tenant Act (Ohio Revised Code 5321) and by the Eviction statute (ORC 1923). Most libraries have this information or you can Google “Ohio revised code.”

In Ohio, a Landlord has a duty to:

- 1) Put and keep the premises in a fit and habitable condition;
- 2) Keep the common areas safe and sanitary;
- 3) Comply with building, housing, health and safety codes;
- 4) Keep all electrical, plumbing, heating and ventilation systems and fixtures in good working order;
- 5) Maintain all appliances and equipment supplied or required to be supplied by him/her;
- 6) Provide running water, reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up;
- 7) Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential rental units in the same building;
- 8) Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit and enter only at reasonable times and in a reasonable manner;
- 9) Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

In Ohio, a Tenant has a duty to:

- 1) Keep the premises safe & sanitary;
- 2) Dispose of rubbish properly;
- 3) Keep the plumbing fixtures as clean as their condition permits;
- 4) Use electrical and plumbing fixtures properly;

- 5) Comply with housing, health and safety codes that apply to tenants;
- 6) Refrain from damaging the premises;
- 7) Maintain the appliances supplied by the landlord in good working order;
- 8) Refrain from disturbing any neighbors and require guests to do the same;
- 9) Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given;
- 10) Comply with state or municipal drug laws in connection with the premises and require household members and guests to do likewise.

Getting Repairs

If a landlord does not comply with the duties in the Ohio Landlord Tenant Act in the local housing codes, or in the rental agreement, then a tenant may give the landlord a notice to correct the condition.

*NOTE: This notice must be in writing and delivered to the person or at the place where the tenant normally pays rent. **The tenant should keep a copy of this notice.***

If the landlord does not correct the condition specified in the written notice within a reasonable time, *not to exceed 30 days*, then the tenant may:

- deposit his/her rent with the Court;
- apply to the Court for an order to compel the repairs; or
- terminate the rental agreement.

Rent Deposit (Escrow) Requirements

A tenant must be current in her/his rent before depositing rent with the Clerk of Courts.

The tenant may not deposit rent in "bad faith", or for a condition which the tenant caused. A tenant may not just "hold on" to the rent.

Rent deposits (escrow) must be made on or before the normal rent due date.

If a tenant received a written notice from the landlord at the beginning of the tenancy which states that the landlord owns three or fewer units, then the tenant may not deposit rent under the Ohio Landlord Tenant Act.

If the landlord fails to disclose her/his name and address and the name and address or his/her agents, then the landlord gives up the right to a notice before the tenant deposits rent.

Check with the local Clerk of Courts to find out exact procedures.

Rent Increases, Charges, & Deposits

Under a month-to-month rental agreement, the landlord must give a full 30 days notice before increasing rent. In the case of a written lease, the landlord may not increase rent during the term of the lease. There is no rent control in Ohio.

Late charges may be included in a rental agreement, but they may not be "unconscionable" (i.e., unfair).

A deposit to "hold the unit," an application fee, or a credit check fee are not governed by any state law. Before giving money, get a written statement of the charge and the conditions for a refund. *DON'T ASSUME ANYTHING and never give money without getting a receipt.*

Fair Housing Practices

Fair housing laws come from a variety of Federal, State and local sources. For a good summary of fair housing rights, check <http://www.hud.gov/groups/fairhousing.cfm>.

In general, landlords may not discriminate against tenants on the basis of race, religion, color, national origin, gender, familial status (having

children under 18), or disability. In the City of Oberlin, sexual orientation is also a protected class. See the list of contacts at the end of this booklet for contact phone numbers regarding Fair Housing.

Disclosures at the Point of Renting

At the beginning of the tenancy, landlords must disclose in writing their name and address as well as the name and address of their agents.

According to Federal law, landlords must give a statement of any known lead hazards in/on the premises, if built before 1978.

Retaliation Prohibited(!)

The Ohio Landlord Tenant Act forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, evicting or threatening to evict the tenant because the tenant has: Complained to a public official, or complained to the landlord, or joined with other tenants to bargain collectively over the terms and conditions of the rental agreement. A landlord who engages in retaliation may be held liable for any actual damages to the tenant and for reasonable attorney's fees.

Terminating a Rental Agreement

Either a landlord or a tenant may terminate a month-to-month agreement by giving a full 30 days notice to the other party. The 30 days begins on the next rent due date and runs with the rent period.

A written rental agreement (lease) normally describes how to terminate or renew. 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 affects 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 requesting correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.

If a tenant "breaks" a lease by moving before the lease ends, or if a lease has terminated because the tenant is in violation of the law, the tenant may be held liable for rent under the lease until the unit is re-rented.

Eviction

A landlord may bring an eviction action in court when the tenant has:

- failed to pay rent on time;
- stayed in the unit after the termination; or
- expiration of the rental agreement.

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 in the city where the property is located. The Court will schedule a hearing and send a summons to the tenant.

If an eviction 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 may vary, check with an attorney or your municipal court.*

Self-help Eviction Prohibited(!)

Whether or not a tenant's right to occupy a residential unit has ended, a landlord **may not**:

- Shut off utilities;
- Change the locks to force the tenant from the unit; or
- Seize the tenant's possessions to recover unpaid rent.

Landlords who violate this section of the Act may be held liable for actual damages and attorney fees.

Right of Access

A landlord may enter a tenant's unit only after giving a 24 hour notice, except in an emergency. Landlords may not enter at an unreasonable time or in an unreasonable manner. Landlords may not make repeated requests for entry that have the effect of harassment.

A tenant must not unreasonably restrict the landlord's right of access. Tenants may seek an injunction when a landlord abuses the right of access. *See your attorney!*

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 within 28 days of receiving the complaint.

If a 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.*

Security Deposits

In Ohio, a landlord may collect a security deposit to cover the costs of unpaid rents or charges and costs of damages to the property caused by the tenant if the damages are in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within 30 days after the tenant gives up occupancy and terminates the rental agreement. *The tenant must provide the landlord with a written forwarding address.*

If the landlord makes a deduction from the security deposit, the landlord must provide a written itemized account of the money that is being withheld.

If the landlord has not returned the deposit after 30 days, or if there is no itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for *double* the amount that the tenant believes was wrongfully withheld.

If the total security deposit is greater than one month's rent, the landlord owes 5% interest on the amount in excess of one month's rent, paid annually.

**Tenants in HUD subsidized housing have additional
Federal Rights-check with local Legal Aid.**

Contact Phone Numbers

**CITY OF OBERLIN
UTILITIES
DEPARTMENT**

69 South Main Street
Oberlin, Ohio 44074
Phone: (440) 774-7211 or
(440) 775-7214

**CITY OF OBERLIN
BUILDING
DEPARTMENT**

85 South Main Street
Oberlin, Ohio 44074
Phone: (440) 774-3428

**OBERLIN HUMAN
RELATIONS
COMMISSION**

85 South Main Street
Oberlin, Ohio 44074
Phone: (440) 775-7217

**OBERLIN CABLE
CO-OP**

27 East College
Oberlin, Ohio 44074
Phone: (440) 775-4001

**COLUMBIA GAS OF
OHIO**

1-800-344-4077
www.columbiagasohio.com

**VERIZON
TELEPHONE**

1-800-483-4000
www.verizon.com

**LORAIN COUNTY
METROPOLITAN
HOUSING**

1600 Kansas Avenue
Lorain , Ohio
Phone: (440) 288-1600
Or (440) 324-4424

**LORAIN COUNTY
GENERAL HEALTH
DISTRICT**

9880 S. Murray Ridge Rd
Elyria, Ohio 44035
Phone: (440) 322-6367 or
(440) 244-2209

**LORAIN COUNTY
URBAN LEAGUE**

401 Broad Street
Suite B
Elyria, OH 44035
Phone: 440-323-3364

**LORAIN COUNTY
LEGAL AID OFFICE**

538 West Broad Street
Suite 300
Elyria, Ohio 44035
Phone: 440-323-8240 or
800-444-7348

**OHIO CIVIL RIGHTS
COMMISSION –
CLEVELAND**

30 East Broad Street
Columbus, OH 43215
Phone: 1-888-278-7101
www.crs.ohio.gov

City of Oberlin
Human Relations Commission
Complaint Form

DATE FILED:		
NAME OF COMPLAINANT:		
STREET ADDRESS	CITY	STATE
HOME PHONE: ()		CELL PHONE: ()
RACE:	SEX:	MARITAL STATUS:
Against whom is this complaint being filed:	Phone: ()	Cell: ()
Street Address:	City, State Zip Code:	
Do you believe you were discriminated against because of your: <i>(Check (✓) all that apply):</i>		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> Religion <input type="checkbox"/> Sex <input type="checkbox"/> Disability <input type="checkbox"/> National Origin		
<input type="checkbox"/> Sexual Orientation <input type="checkbox"/> Ancestry <input type="checkbox"/> The presence of children under 18		
<input type="checkbox"/> Pregnant female in the family <input type="checkbox"/> Gender <input type="checkbox"/> Age <input type="checkbox"/> Familial Status		
When did the act occur?		
Summarize what happened in a brief and concise statement of the facts:		
I declare that I have made this charge and it is true. Signature: _____ Date: _____		

