Law Department

Ohio's Landlord and Tenant Law

Dear Resident:

This information has been prepared to inform you of the Ohio Landlord and Tenant Act. Because of the many rental properties in the City of Parma, I am aware that the provisions of this law have an impact on many of our residents on a daily basis.

I am hopeful that this explanation of the law will prove helpful to you in dealing with questions relative to the Landlord/Tenant relationship.

Very truly yours,

Timothy G. Dobeck
- Law Director

DEFINITIONS

Rental Agreement

Any agreement between the landlord and tenant, whether written or oral. The Ohio Landlord/Tenant Law, Ohio Revised Code (ORC) Chapter 5321 is implied into every rental agreement. The rental agreement must contain the name and address of the landlord. If the agreement is oral, the landlord, at the beginning of the tenant's occupancy, must provide the name and address of the landlord in writing. The rental agreement may never contain any terms that conflict with the Ohio Landlord/Tenant Law, any such conflicts would be decided according to the state law, not the terms of the agreement.

Ownership Disclosure

Every rental agreement must contain the owner's name and address and the name and address of the owner's agent. If the owner or agent is a corporation, partnership or other entity, the address must be the principle place of business in the County where the premises is located or, if none in the County, then the principle place of business in Ohio. This notice must include the name of the person in charge.

In the case of oral rental agreement, the information described above must be delivered in writing to the tenant at the beginning of the rental agreement.

Security Deposit

The Ohio Landlord Tenant Law permits a landlord to collect a security deposit to cover the costs of any unpaid rents or damages to the property beyond 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 tenancy. The landlord must provide a written itemization of any costs for repairs or unpaid rent deducted from the security deposit.

If, after 30 days, the landlord does not return the deposit, or if the tenant feels that some portion of the deposit has been wrongfully withheld, the tenant may sue for the amount wrongfully withheld and reasonable attorney's fees. If the tenant has given a written forwarding address, the tenant may sue for double the amount that he/she believes was wrongfully withheld. Security deposit claims for less than $3,000 may be brought by the tenant in Parma Municipal Court, Small Claims Division, without an attorney.

If the 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.

A Landlord has the duty to:

1. Keep the building safe and sanitary by complying with local housing, health and safety codes.
2. Make repairs to keep the building fit and habitable.
3. Keep hallways, stairs and other common areas safe and sanitary.
4. Keep in good working order all electrical, plumbing, heating, and ventilation systems and fixtures.
5. Provide garbage cans and arrange for pickup, if the landlord owns four or more units in the same building.
6. Provide running water and reasonable amounts of hot water and heat unless hot water and heat are supplied by an installation under the exclusive control of the tenant and supplied by a direct public utility connection.
7. Not abuse the right of access.
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit and entering only at reasonable times.
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 of the tenant occurring in or otherwise connected with the tenant's premises.

Rent Increases and Late Charges

There is no governmental control over rent in Ohio, except in subsidized housing programs. In the case of a month to month agreement, landlords must give a full thirty days notice before raising rent. In the case of a lease, landlords may not raise rents during the term of the lease agreement. Ohio Landlord Tenant Law does not specifically address

the issue of late charges. Late charges may be assessed as a part of the rental agreement. Late charges may not be "unconscionable" in their intent or application.

Drug Activity and Rental Housing

Recent changes in the Ohio Landlord Tenant Law require landlords to evict tenants when the landlord has actual knowledge of or reasonable cause to believe that the tenant, members of the tenants' household, or persons on the property with the consent of the tenant, are engaged in drug activity. A landlord's actions are triggered by a notice from a police department which has acted pursuant to a search warrant. Lease termination and eviction procedures in drug situations are faster than in other cases.

A Tenant has the duty to:

1. Keep the premises which the tenant occupies safe and sanitary.
2. Dispose of rubbish in the proper manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Use electrical and plumbing fixtures properly.
5. Comply with local housing, health and safety codes.
6. Refrain from activity that causes damage to the premises and keep guests from doing the same.
7. Maintain appliances supplied by the landlord in good working order.
8. Conduct himself/herself in a manner that does not disturb any neighbors, and require guests and family members to do the same.
9. Comply with State or municipal drug laws in connection with the premises and require household members and guests to do likewise.
10. Permit the landlord to enter the dwelling unit if the request is reasonable and proper notice is given.

Terminating a Rental Agreement

A landlord or a tenant may terminate a month-to-month rental agreement by giving a full thirty days notice to the other party. The thirty days begin on the rent due date.

A written rental agreement (lease) normally specifies the method for termination or renewal. If it is not specified, then the agreement terminates on the date specified in the agreement.

A landlord may give a tenant notice that the tenant is not complying with the requirements of the Landlord Tenant Law and that the rental agreement will terminate in thirty days. The tenant may correct this noncompliance within the thirty-day period and the termination will be dropped.

A tenant may give a landlord notice to comply with a duty imposed on him/her by the Landlord Tenant Law, the rental agreement or the local building, housing, health or safety code within thirty days, or the tenant may terminate the rental agreement.

Getting Repairs

If the landlord does not meet his/her duties under the law or local codes, or the rental agreement, a 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 the tenant normally pays rent. The tenant should keep a copy.

If the landlord fails to remedy conditions that are required by the Landlord Tenant Law, the rental agreement or the local building, housing, health and safety codes within a reasonable time, not to exceed 30 days, then the tenant may:

1. deposit the rent with the court; or
2. request the court to order the repairs to be made; or
3. terminate the rental agreement.

A landlord may apply to the court for a release of rent on the grounds that the condition did not exist or has been corrected, that the tenant failed to follow the proper procedure in depositing rent with the Clerk of Courts, or that the landlord needs the rent to make the repairs or pay usual & customary costs of operating the premises as a rental unit. The tenants have the opportunity to dispute the landlord's application for release at a court hearing.

A tenant who simply refuses to pay rent because of bad conditions may be subject to eviction.

Rent Deposit Requirements

Tenant must be current in rent before depositing with the Clerk of Courts.

A tenant may not deposit rent with the Clerk of Courts in "bad faith".

Deposits must be made on or before the normal rent due date.

If the landlord has given the tenant a written notice at the beginning of the tenancy which states that the landlord owns three or fewer rental units, then the tenant may not exercise these rights.

If the owner has failed to disclose his/her name and address or name and address of her/his agent, the owner gives up the right to notice of correction before a tenant exercises legal action to get corrections.

Right to a Fit and Safe Rental Unit

In addition to the right of exclusive possession until the end of the rental agreement, the tenant enjoys other rights under the law, which include the right to a fit and habitable rental unit, and the right to complain to the landlord of any violations of his/her legal obligations or to the appropriate governmental agency of health, safety or building code violations. The tenant may join other tenants for negotiating collectively with the landlord or any of the terms and conditions of the rental agreement.

Eviction

A landlord may bring an eviction action against a tenant when the tenant has not paid the rent or who is:

1. violating a condition of a written rental agreement that is not a duty imposed by ORC section 5321.05, or
2. holding over beyond the term of the rental agreement.

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

This notice must set forth the reason for the demand to vacate and also notify the tenant that:

"You are being asked to leave the premises. If you do not leave, an eviction 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."

The three (3) day period, for purposes of this notice, does NOT INCLUDE the day upon which the notice is given or intervening Saturdays, Sunday or holidays. After the three (3) days pass, on the following day, the landlord may file the complaint for forcible entry and detainer in the Parma Municipal Court. In the Parma Court, the filing fee for an eviction is $110.00 for the first two adult defendants named and $10 extra for each additional adult defendant named in the complaint. A hearing will be scheduled approximately two (2) weeks after the day on which the case is filed. This first hearing will determine the landlord's right to regain control of the premises. The landlord should prepare by bringing copies of all notices, the written rental agreement and other documents that may be relevant to the case. If the court grants the eviction, the landlord may then ask the court to issue a Writ of Restitution. This authorizes the court to send a bailiff out to the property to remove the tenant and their belongings from the unit. The bailiff will witness the changing of the locks on the unit and will inventory any tenant belongings left behind. The landlord cannot hold the tenant's belongings in lieu of rent. The court recommends that the landlord provide for storage of the property in a garage, attic or through a storage company for a reasonable length of time. (Generally thirty days.)

Eviction: Money Damages, the Second Cause

A second hearing will be scheduled about a month after the eviction action is initially filed. This "second cause of action hearing" is set to determine what monies are owed by the tenant to the landlord. The tenant may answer the complaint within 28 days of receiving the complaint in the mail. Failure to file an answer within the 28 day time limit will result in a Default Judgment against the tenant. A Default Judgment will prevent the tenant from later objecting to the amount of damages the Court may award to the landlord. The tenant has the right to counterclaim for money damages; to deny the landlord's charges; and/or assert a reduction in value of the rental unit. The tenant has the right to have these costs offset against any security deposit that is being held by the landlord. Not all cases will include a "second cause" for money damages. If there is only a claim for eviction, the case will be terminated until the landlord recovers a money judgment against the tenant or the case is dismissed through settlement or court action. The tenant, therefore, must notify the Clerk of Courts in writing of his or her new address. Failure to leave a written forwarding address with the Clerk may result in your not receiving notice of the hearing on a "second cause."

Self-help Evictions are Illegal. A landlord can only legally regain the use of the premises by properly filing for and obtaining judgment for an eviction, and then requesting that the Court issue a Writ of Restitution. The COURT will then send a bailiff out to the premises to oversee the changing of the locks on the unit. Whether or not a tenant's right to continued use of the premises has ended, a landlord may not shutoff utilities, change locks or seize a tenant's personal property. (ORC section 5321.15) Even if a court has held for an eviction, the landlord must allow the bailiff to remove the tenant from the premises. If a landlord does any of the above, the tenant may contact an attorney and seek immediate action from the court. The landlord will be liable for all actual damages to the tenant and for any reasonable attorney's fees.

Fair Rental Housing Practices

Racial discrimination in any housing is a violation of the Civil Rights Act of 1866. In addition, the Civil Rights Act of 1986 contains a Federal Fair Housing Law (Title VIII) which established fair housing as the policy of the United States. This prohibits discrimination on the basis of race, color, religion and national origin. As amended in 1974, the Federal Fair Housing Law is extended to protect against discrimination based on gender. In 1989 the law was further amended to protect the handicapped and families with children. The City of Parma's Fair Housing Ordinance (Chapter 1719 of the Parma Codified Ordinances) is substantially equivalent to the Federal Fair Housing Law.

Need More Information?

Information on the rights and duties of landlords and tenants is provided to Parma residents by the City of Parma Law Department. Persons having questions in regard to discrimination in housing or who believe their fair housing rights have been violated should also contact the Law Department at (440) 885-8132.

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