

OHIO LANDLORD AND TENANT LAW

The Ohio Landlord and Tenant Law went into effect in 1975. This informational packet is designed to give you a brief overview of your legal rights and responsibilities under the law. For free counseling, please **call Fair Housing Contact Service at (330)376-6191** to schedule an appointment.

Landlord Duties:

These responsibilities cannot be waived through any oral or written agreement (such as your lease). A landlord has a duty to:

- Follow all building, housing, health, and safety codes that seriously affect health and safety.
- Keep the property in a livable condition by making *all necessary repairs*.
- Keep all common or public areas (such as hallways, entryways, and parking lots) safe and clean.
- Maintain in good working condition all *electrical, plumbing, heating and air conditioning systems, fixtures and appliances which the landlord has supplied or is required to supply* (example: refrigerators, stoves & air conditioners).
- Provide running water and reasonable amounts of hot water and heat unless the hot water and heat is controlled by the tenant alone. And you have a direct utility connection or meter.
- Provide garbage cans and arrange for trash removal if the landlord owns four (4) or more units in the same building.
- Provide 24-hour notice before entering the tenants' apartment unit unless there is an emergency. Except in an emergency, the landlord can only enter the property at reasonable times and in a reasonable manner. **Note that the landlord must evict if s/he knows or is informed by a law enforcement officer that the tenant or someone in the tenants rental property is engaged in drug activity on or near the property.** In order to evict for drug activity, the drug activity in question must either occur on or somehow be connected to the tenants' rental property.
- **CANNOT** abuse their right of access/entry to inspect the premises, deliver packages or show the rental unit to prospective tenants or buyers.
- Provide the federally required lead paint disclosures and informational materials if the rental property was built before 1978.

Landlords CANNOT:

- Retaliate against by increasing the rent, decreasing services, evicting or threatening to evict because the tenant complained to a government agency of a violation that affects health or safety.
- Shut off utilities or other services, change locks, remove doors or windows, or take tenants possessions in order to try to force them to move, even if the tenant is behind on rent payments or their lease has expired. **The only way a landlord can evict is by filing an eviction action against the tenant and obtaining a court order.**
- Raise the rent, terminate the tenancy, or change the terms of the lease or rental agreement *without* giving proper notice.
- Charge **excessive** late fees or application fees.
- Discriminate against on the basis of race, color, national origin, religion, sex, familial status (pregnant women or families with children under the age of 18), handicap and military status.

If a Landlord Violates His or Her Duties:

Be sure to give the landlord written notices of the violation and keep a copy for your records. Document the problem by taking photographs and keeping a diary recording the date when the problem started, any attempts to contact the landlord, the landlord's attempts to fix the problem, any attempts to fix the problem, any expenses that you incur, the severity of the problem, how the problem has affected the tenants' use of the property, any damages caused to personal property, etc. If the landlord fails to fix the problem within 30-days, the tenant may be able to deposit the rent into escrow to the Clerk of Courts until the problem is fixed.

Tenant Duties:

If a tenant violates any of their duties under the law or their lease agreement, the landlord may have the right to recover damages from and/or evict the tenant(s) from the property. For many tenant violations, the landlord must first give a notice of the problem and an opportunity, up to 30-days, to fix it. If the problem is fixed, the landlord can no longer evict the tenant.

- Keep the property safe and clean.
- Dispose of all garbage in a clean safe and clean manner.
- Keep all plumbing fixtures as clean as possible given their condition.
- Use electrical and plumbing fixtures correctly.
- Follow all housing, health, and safety codes that apply to tenants.
- Avoid from damaging the property and keep guests from causing damage.
- Keep appliances supplied by the landlord in good working order.
- Conduct yourself in a manner that does not disturb the neighbors' peace.
- **Allow** the landlord to enter the rental unit if the request is reasonable and 24-hour advance notice is given.
- Comply with state or city drug laws and require household members and guests to do likewise.
- **Do not** make changes to the rental unit (such as painting or removing carpeting) without getting permission from the landlord in writing.
- Refrain from engaging in illegal activity, including illegal drug use or underage drinking, while on the rental property.
- **Pay rent every month in full and on time**

Rent Control:

There is no rent control in the state of Ohio. A landlord can raise the rent any amount as long as tenants are given notice before they sign the lease agreement or any renewal agreement.

Security Deposits:

- Security deposits can be in any amount. If the deposit exceeds one month's rent, the landlord must pay 5% interest per year on the amount over one month's rent, not the full amount.
- **At the end of a lease, a landlord may use the security deposit to cover any unpaid rent or fees, and any damage to the property beyond reasonable wear and tear.**
- The tenant must give the landlord a forwarding address in writing where they would like the deposit sent at the end of the lease term.
- A landlord has 30-days after the termination of the lease agreement to return the security deposit. If the landlord withholds any or all of the security deposit, the landlord should send you a written statement indicating what the withholdings were for.
- If a landlord wrongfully withholds any portion of the security deposit, tenants are entitled to double damages for the wrongfully withheld portion, plus reasonable attorney's fees.
- To help ensure the return of a security deposit at the end of the lease term, document the condition of the rental property at the time of move in *and* at the time of move out. **Read** the lease agreement and follow any lease termination procedures that are required by the landlord.

THIS INFORMATIONAL ONLY REFERS TO OHIO LAW AND DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, YOU MUST CONTACT AN ATTORNEY.