

OHIO TENANT & LANDLORD GUIDE



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EQUAL OPPORTUNITY IN HOUSING

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NOTES

TABLE OF CONTENTS

ACKNOWLEDGMENT 4
INTRODUCTION..... 5
FAIR HOUSING RIGHTS 6
RENTING 7
LEASING..... 8
 Every Lease Should Contain 8
 Paying Rent 8
 Withholding Rent 9
 What The Law Requires-Landlord..... 9
 Tenant Problem With Residence..... 10
 What Landlord Cannot Do 10
 Prepare To Prove Case 11
 What The Law Requires-Tenant 11
 Moving Out 12
 Without Lease 12
SECURITY DEPOSITS..... 12
 Suing 13
EVICTION PROCESS..... 13
 Landlord Must do 14
 Tenant Should do 14
 Welfare Department Assistance 15
WHO CAN HELP 16
PUBLIC HOUSING PROGRAMS
FORMS FOR TENANTS AND LANDLORDS..... 17
NOTES 27
APARTMENT CHECKLIST..... 28
NOTES 30

ACKNOWLEDGMENT

APARTMENT CHECKLIST-CONTINUED

This Tenant and Landlord Guide is based on the Ohio Revised Code, Chapter 5321 Landlords and Tenants and the book Ohio Landlord Tenant Law, written by Frederick White, Associate Professor of law at Cleveland Marshall College of Law.

Tenants and landlords should have a basic understanding of the Ohio Landlord - Tenant Law. The information and materials contained in this Guide are designed to inform both landlords and tenants of **SOME** of their rights and responsibilities under the Ohio Revised Code, Chapter 5321, Landlords and Tenants. This Guide is not intended to be a **definite statement of the law**. Hopefully, tenants and landlords can use this guide as a **self-help mechanism** for simple day-to-day problems. However, should the situation warrant extensive information or **legal advice**, **please contact an attorney or an agency**.

SHADES/CURTAIN RODS _____ (1) (2) (3) (4)
LIGHTS _____

UTILITY ROOM-BASEMENT

FURNACE _____
LAUNDRY TUB _____
FLOOR DRAIN _____
WALLS _____
CEILING _____
FLOOR _____
LIGHTS _____
HOT WATER TANK _____

COMMENTS:

TENANT SIGNATURE: _____

LANDLORD SIGNATURE: _____

DATE: _____

APARTMENT CHECKLIST

KITCHEN

STOVE _____
SINK _____
REFRIGERATOR _____
FAUCETS _____
SHADES _____
CABINETS _____
WALLS _____
LIGHTS _____
FLOOR _____

LIVING ROOM

WALLS _____
CEILING _____
LIGHTS _____
SHADES/CURTAIN RODS _____
FLOOR _____
DOOR BELL _____
WINDOWS _____

BATHROOM

WALLS _____
CEILING _____
LIGHTS _____
TUB _____
SINK _____
FAUCETS _____
COMMODE _____
MEDICINE CABINET _____
FLOOR _____

BEDROOMS

(1) (2) (3) (4)

DOOR _____
FLOOR _____
WALLS _____
CEILING _____
WINDOWS _____

INTRODUCTION

The purpose of this Tenant and Landlord Guide is to provide general information for a basic understanding of landlord and tenant rights and responsibilities. However, sometimes simply knowing your rights will not help solve problems. The law has limits. While it protects a tenant from unfair treatment, it also protects a landlord from unreasonable tenant demands. For example: the law may not necessarily force a landlord to improve a tenant's housing conditions; and it is the tenant's responsibility to pay rent when it is due. Therefore, housing conditions not significantly affecting health and safety may not be improved and not having enough money is not normally a legitimate excuse for not paying rent. Landlord and tenant should be prepared to prove their case in court should the landlord/tenant relationship break down.



FAIR HOUSING RIGHTS

NOTES

FAIR HOUSING IS YOUR RIGHT. Fair Housing is a right protected by federal and state law. Fair housing means you may freely choose a place to live without regard to:

- ◆ **Race**
- ◆ **Color**
- ◆ **Disability**
- ◆ **Religion**
- ◆ **Sex**
- ◆ **National Origin**
- ◆ **Familial Status (presence of children under 18)**
- ◆ **Military Service (Ohio Only)**

Housing discrimination is rarely blatant. It is often disguised with a handshake and a smile. To help you recognize efforts to deny you housing opportunities, you should watch for the following:

- You are told the unit you wish to rent is not available when it really is
- You are offered different rental terms or conditions than someone else
- You are being directed to rent in a particular neighborhood or facility in order to keep people of your particular race, color, religion, sex national origin or family status from obtaining a unit in a certain neighborhood or facility
- You are told that no children are allowed

Your local Fair Housing Office can help you by answering your housing questions, assisting you in finding the right answers, providing education on your rights and responsibilities and assisting you in filing a fair housing complaint. The Fair Housing Program offers assistance to everyone and there is no fee for this service. If you believe you have experienced discrimination, please call the local Fair Housing Office in your city or county.

NOTICE OF FORWARDING ADDRESS

The tenant should provide the landlord with a forwarding or new address within thirty (30) days after termination of the lease rental agreement and on or before delivery of possession to the landlord.

Date:
Landlord's Name:
Address:

Dear _____:

Please be informed that the forwarding address of the undersigned is:

Tenant's Name: _____

Tenant's New Address: _____

This letter is being sent to you in accordance with RC 5321.16(B)

Respectfully,

Tenant's Name:
Address:
Telephone Number:

RENTING



Leasing usually requires signing a legal document, which is binding between the both landlord and the tenant, for a definite time period (usually six months or one year). Renting is usually a month-to-month arrangement.

Many tenants never sign a lease. If you do not, that does not mean you do not have most of the same rights as tenants who have leases.

If you **do not have a lease** you should:

- Get the name and address of the landlord
- Know when and where rent is to be paid
- Know the utilities you will pay
- Know the utilities the landlord will pay
- Discuss garbage removal, snow removal and grass cutting
- Have a witness who would testify regarding any oral agreement

If you see things in the rental unit that need to be repaired, it is a good idea not to move in until the repairs are made. If you cannot wait but the landlord promises to make the repairs, write your own dated list of repairs to give to the landlord and keep a copy for yourself.

Be careful if the landlord promises to pay you to make repairs. Make sure that the amount he will pay is definite and his promise is in writing.

Oral agreements are not recommended so ask to get all terms and conditions **written down**. Anything that is written will protect you. No one will be able to successfully deny terms and conditions that are in writing.

LEASING



EVERY LEASE SHOULD CONTAIN:

1. Normal details:
 - Property description
 - Duration of the lease
 - Name, address & phone number of the landlord
- Name of the tenant
- Due date for rent
- Amount of the rent and any “late charges” associated with late payment of rent
- Responsibilities for maintenance of the dwelling unit
- Notice requirements when terminating a lease
- The landlord’s rules and regulations
- Tenant’s rights and responsibilities
2. Before you sign a lease:

After you have read your lease, clause by clause, and you feel that you are clear about the provisions, tell your landlord about any changes you think are needed.
3. Things to watch for:
 - Sublease provisions
 - Length of lease
 - Maintenance responsibilities
 - Rules and regulations
 - Security deposit
 - Are utilities included in rent payments
 - Laundry and recreational facilities

PAYING RENT

1. The most important thing about you as a tenant to your landlord is that you pay rent every month. Even if you have a lease, your landlord usually can evict you if you do not pay your rent **on time**.
2. Make sure you get a **receipt** each time you pay the rent. 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 which will prove you paid the rent.
3. **If you have a lease, your rent cannot be changed until the end of the lease. If you do not have a lease, your landlord can raise your rent by any “reasonable” amount he wants, if he notifies you at least 30 days in advance of the next time rent is due.**

PROTESTING RETALIATION

This letter should be used when a tenant feels that the landlord is retaliating because the tenant has complained about conditions in the rental unit.

Date:
Landlord's Name:
Address:

Dear _____:

The Ohio Landlord Tenant Law provides that a landlord may not increase rent, decrease services, threaten to bring an eviction or evict a tenant because the tenant has complained to the landlord about the conditions in the rental unit, complained to an appropriate government agency about a code violation or joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

Since I have recently engaged in protected activity, I believe that your _____ action of _____

_____ is retaliatory.

I hope that this letter will end the matter. However, I want you to know that I will take whatever action is necessary to defend my rights. The law provides for actual damages together with attorney’s fees if there is a violation of the above section of the law.

Respectfully,

Tenant's Name:
Address:
Telephone Number:

FAILURE TO REMEDY CONDITIONS TENANT TO VACATE UNIT

This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant wishes to exercise their right to vacate the premises.

Date:
Landlord's Name:
Address:

Dear _____:

On _____, I sent you a letter indicating that the following conditions existed in my apartment and common areas:

In my letter, I requested that the aforesaid conditions be remedied by _____. The items remain uncorrected.

Under the Ohio Landlord Tenant Law (Ohio Revised Code 5321.07 (B)(3), I have the right to terminate our rental agreement if I have given you written notice of the aforesaid conditions and you fail to remedy them within a reasonable time. Since you have failed to do so, I am moving out of the premises located at _____ on _____. Please send my security deposit of \$_____ to me at the following address:

Under the Ohio Landlord-Tenant Law, I am entitled to the return of my security deposit within thirty (30) days of the termination of this agreement.

Respectfully,

Tenant's Name:
Address:
Telephone Number:

WITHHOLDING RENT

As a tenant, the **only time** you can withhold rent is when you pay it into **escrow with the court**. Before you withhold rent, make sure you do **everything** described in this section. Otherwise, your landlord probably will be able to force you to leave. If you believe your landlord has violated any of his obligations **that significantly affect health and safety**, you can escrow rent. For example, if he has not made necessary repairs, you should give or mail him a **dated written notice** of the violations. The notice should be specific and say exactly what the landlord has not done that violates his obligations. Make sure that you keep a copy of this notice.



If you are afraid your landlord will deny receiving the notice, you should send it to him by certified mail, return receipt requested, or give it to him in person with a witness present.

If the problem is one that significantly affects health and safety and has not been corrected in 30 days, you are permitted to pay your rent to court. You must wait the full 30 days before you pay rent to the court. However, 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, pay your landlord. **You must be current with your rent if you want to escrow rent.**

The next date rent is due **after** the 30 days have expired, you may pay your rent to the court of jurisdiction in your area. Pay the whole amount that is due on or before the day the rent is normally due to your landlord. You can continue to pay your rent to the court until the landlord's violation is corrected.

WHAT THE LAW REQUIRES A LANDLORD TO DO

Whether or not a tenant has a lease and in whatever kind of housing being rented, the landlord has a number of obligations the law says he must perform, even if the lease says he does not.

THE LANDLORD MUST:

1. Make the house or apartment comply with all building, housing and health codes which 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. Including any appliances, equipment provided as part of the the unit upon rental.

4. Supply adequate hot water and heat at all times.
5. Keep hallways and stairways safe and sanitary.
6. Provide garbage cans, if he/she owns four or more units in the same building.
7. Give tenant at least **24 hours notice before he /she enters the rental**. A landlord cannot walk in whenever he/she wants for any reason, except for an emergency, and even if he gives notice, he/she must have a legitimate reason to enter.

WHAT A TENANT CAN DO ABOUT PROBLEMS WITH THEIR HOUSE OR APARTMENT

If a landlord does not comply with his obligations, a tenant has the right to give him notice of the problem and ask him/her to correct it.

Tenants of the same landlord have the right to form a tenant's union. This way they can all work together to help solve their problems. They can all give the landlord notice of repairs that are needed in their building, and if necessary, can all withhold rent (See WITHHOLDING RENT page 9).

Also, a tenant has the right to notify the building, housing or health department of suspected violations of local codes. A tenant has the right to **request an inspection** of their house or apartment.

A tenant should make sure they have **proof** of the damages so they will be able to convince a judge or jury. Pictures should be taken, and a witness should inspect the apartment (witnesses should not be related to or close friends of the tenant). An inspection report can be used to prove violations of the landlord's obligations.

A WORD OF CAUTION TO TENANTS

If you make repairs to the apartment, your landlord will not be required to pay you for the work you did unless he signed a written agreement or you can convince the Court that he made an oral promise to pay you.

WHAT THE LAW SAYS A LANDLORD CANNOT DO

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

1. A landlord cannot do anything to prevent his tenant from exercising rights that listed under **WHAT THE LAW REQUIRES A LANDLORD TO DO**. He cannot increase rent, decrease services, bring or even threaten an eviction because a tenant has complained to him or the city about a code violation or because a tenant participated in a tenants's union. However, he/she can take any of these actions a reasonable time after a tenant exercised their rights.
2. A landlord is not permitted to shut off any utilities, change the locks on an apartment or threaten any of these acts in order to make a tenant move out of an apartment.

REQUEST FOR RETURN OF SECURITY DEPOSIT

Date:
Landlord's Name:
Address:

Dear _____:

This letter will serve as my request for the return of my security deposit in the amount of \$_____. Please return the deposit to the following address:

This letter is being sent to you in accordance with the Ohio Revised Code 5321.16(B) and will serve to notify you that I expect the return of my security deposit. Your failure to return my security deposit to me will cause me to pursue appropriate legal remedies, which may include double damages and reasonable attorney's fee.

Respectfully,

Tenant's Name:
Address:
Telephone Number:

FAILURE TO REMEDY CONDITIONS TENANT TO ESCROW RENTAL PAYMENTS

This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant will be depositing the rent with the court of jurisdiction in an escrow account. To deposit rent in this manner, the tenant must be current in their rent. This letter should be sent to the address where the tenant normally pays the rent.

Date:
Landlord's Name:
Address:

Dear _____:

On _____, I sent you a letter indicating that the following conditions existed in my apartment and common areas:

In my letter, I requested that the aforesaid conditions be remedied by _____. The items remain uncorrected.

Under the Ohio Landlord Tenant Law (Ohio Revised Code 5321.07(A), I have the right to withhold payment of rent to the landlord under the following circumstances:

- 1) If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04
- 2) If the landlord fails to fulfill any obligations imposed on him by the rental agreement
- 3) If the conditions of the premises are such that the tenant reasonably believes that the landlord has failed to fulfill any obligations
- 4) If a government agency has found that the premises are not in compliance with building, housing, health or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of an occupant.

I will be depositing my rent payments with the court of jurisdiction until the items are repaired.

Respectfully,

Tenant's Name:
Address: _____ Telephone Number:

3. A landlord cannot enter an apartment whenever he wants or repeatedly demand to enter.
4. A landlord is not permitted to remove any personal property from a dwelling without proper court action.

Even if a tenant is behind on rent, a landlord has no right to do any of the things listed in this section. If he does anyway, the tenant should consult an attorney.

BE PREPARED TO PROVE YOUR CASE

1. Keep all your receipts.
2. Make copies of all notices you give.
3. Put all agreements in writing and have both tenant and landlord sign them.
4. Witnesses are persons who can testify in court about what they saw or heard. The best witnesses are people who are not relatives and have no financial interest in your case.

WHAT THE LAW SAYS THE TENANT MUST DO

Besides 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 and garbage 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 or visitors to do so.
6. Not disturb other tenants.
7. Permit your landlord to enter your apartment if he makes a reasonable request and gives you at least 24 hours notice.

You are responsible to your landlord for any damage you cause. Your landlord can take the money out of your security deposit when you move out and he can sue you for additional damages. 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 long use).

Your landlord also can evict you if you do not perform your obligations. To evict you for violation of one of those obligations, he must give you written notice of the violation. If you do not remedy the condition within 30 days, your landlord can begin an eviction action in court.

MOVING OUT: WHEN THE TENANT WANTS TO

If you have a 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, (break your lease) you may be responsible for some or all of the rent due for the months remaining on your lease. The landlord must make a good faith effort to rent the unit after you have broken your lease. You could be responsible for those months it remained vacant.

You will not have to pay any rent for periods after you have moved out only 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 they do not pay, your landlord can require you to pay the months missed.
2. The reason you are moving is because the landlord has broken one of his obligations, you gave him 30 days notice to correct the problem and it was not corrected.
3. You work out an agreement with the landlord. Make sure the agreement is in writing.

When your lease ends, you cannot always 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 or may make you a month-to-month tenant (we recommend that you request a new lease). Whether you renew your lease or not, to leave you will have to give the same notice as a tenant who never had a lease.

If you do not have a lease, you have to give your landlord advance notice. If you pay your rent once a month, the notice must be 30 days before the next time your rent is due; if you pay once a week, the notice can be only 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.

SECURITY DEPOSITS

A landlord is permitted to request a security deposit of any size he wants. The deposit may be kept by the landlord when the tenant moves out for any **unpaid rent or for damages** done to the apartment. If the landlord keeps the deposit for at least six months, he must pay interest on the portion of the deposit which exceeds one month's rent.

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 defects and ask landlord for written statement that he will correct them and take pictures.

When a tenant moves out he should make sure the apartment is clean, remove all property, clean ovens and refrigerators and leave the apartment in the condition a new tenant could be expected to move into. Wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use), is not the tenant's responsibility. Anything damaged by the tenant or misused is the tenant's responsibility.

NOTICE TO REMEDY CONDITIONS

This letter may be sent to a landlord when requesting that repairs be made:

Date:
Landlord's Name:
Address:

Dear _____:

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, section 5321.04(A). I am requesting that the following repairs be made to the unit I occupy at

_____,
_____, _____ County, Ohio:

1)

2)

3)

4)

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

Tenant's Name:
Address:
Telephone Number:

ILLEGAL ENTRY TO PREMISES BY LANDLORD

This letter can be used by a tenant to notify a landlord who has made an illegal entry upon the leased premises, that such entry is not acceptable, and that the tenant feels the landlord is abusing the right of access.

Date:
Landlord's Name:
Address:

Dear _____:

I would like to clarify the requirement for notice before entering my apartment. According to the Ohio Revised Code 5321.04, you as the landlord must give me as tenant reasonable notice of your intent to enter, and may enter only at reasonable times. Twenty-four hour notice is presumed to be reasonable. The law provides that if the landlord makes an entry in violation of this provision, the tenant may recover actual damages and obtain injunctive relief, together with attorney fees.

I will be pleased to arrange with you or any of your staff times for entry into my unit. Please feel free to contact me to set such appointments. I hope that you will abide by this request and that we can establish a more effective working relationship.

Respectfully,

Tenant's Name:
Address:
Telephone Number:

Upon moving out the tenant should: go through the apartment again with a witness (the same one as before if possible and, if possible, with the landlord; make another list of damages; and, take pictures. **The tenant should return the keys to the landlord and give him a new address in writing and 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.

AS A TENANT YOU HAVE THE RIGHT TO SUE YOUR LANDLORD

If you are not satisfied with the amount the landlord returns, or if he does not send anything, you have the right to sue him in Small Claims Court. But remember: if any rent was due when you moved, the landlord has the right to deduct that amount from the deposit. You do not need an attorney to sue your landlord, but you might want to talk to someone before you go to court. For assistance.

The amount of money you sue for depends on how much you think was improperly kept by the landlord. If he does not respond at all within the 30 days, you have the right to sue for **double the security deposit**.

To win the case, you will need evidence to convince the Small Claims Court referee.

You should be prepared with:

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

THE PROPER EVICTION PROCESS

If there is no lease, a landlord can end a rental agreement by simply giving a tenant 30 days notice to vacate if the tenant pays rent monthly (or seven days if tenant pays weekly).

If there is a lease, the tenant can stay until the lease expires, unless the landlord claims a violation of the lease or one of the tenants obligations. At the end of the lease, providing there has been no violations, a tenant can stay on unless the landlord gives 30 days notice to move.

When A Landlord Can Evict

1. If tenant does not pay rent when it is due.
2. If tenant stays in the apartment after lease has expired, without paying rent.
3. If the landlord gives a 30 Day Notice to move and tenant stays in the apartment past the deadline.
4. If the landlord gave tenant a notice to correct a condition in the tenant does not correct the problem within 30 days.
5. If the tenant violates a reasonable and fair term of their lease.

WHAT A LANDLORD MUST DO TO EVICT A TENANT

1. First, a landlord must give tenant a "Notice to Leave the Premises." This will tell the tenant to move out, usually in 3 days, or else an eviction action may be started. **The tenant does not have to move out in 3 days.** However, if the tenant agrees with the reason the landlord states for wanting them to leave they should begin looking for a new apartment. If the tenant thinks they have a good defense or disagrees with the landlord's reasons then they should consult an attorney or someone else for assistance..

2. Anytime later than 3 days after the tenants get the notice the landlord can go to Municipal Court and begin an **eviction lawsuit.** A hearing will be scheduled in no more than two weeks, often less. The tenant will receive 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 hearing may be scheduled as soon as three days after the tenant receives the summons. The tenant should consult with someone before they get the summons if they intend to stay.

3. At the hearing, the tenant and the landlord will both be able to present their case to a court referee. If the referee agrees with the landlord that there is a legal reason to evict, he will order that the tenant is to be evicted.

4. If the landlord wins the lawsuit, **the tenant will have to move.** Usually the tenant will get 8-10 days. The tenant should ask the referee for the full 10 days. If the tenant needs more than 10 days to find a new place, they can ask the referee for more time; but usually only the landlord can decide to give the tenant more time.

5. If the tenant is not out within given days, a **bailiff can legally move the tenant and their property into the street.**

WHAT YOU AS A TENANT SHOULD DO

If you agree with everything in the landlord's "Statement of Claim" you should prepare to move within two or at the most three weeks **unless** you can get the landlord to agree to let you stay. Get an agreement in writing.

THREE-DAY EVICTION NOTICE (FOR NON-PAYMENT OF RENT ONLY)

This form complies with the requirements of the Ohio Revised Code 1923.04 regarding the required 3-day notice of eviction. Make sure the letter is addressed to each tenant who will be affected by this notice.

Date:
Tenant's Name:
Address:

Dear _____:

The purpose of this letter is to ask you to LEAVE the premises now in your possession, situated in _____, _____ County, Ohio, and known as _____ together with the lot of land on which these premises are located. You are being asked to leave for the following reason(s):

Your compliance with this Notice within _____ days after its service will prevent any further eviction action against you.

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.

Respectfully,

Landlord's Name:
Address:
Telephone Number:

LANDLORD WISHES TO TERMINATE LEASE

This form should be used in situations that do not involve a breach of lease where the landlord wishes to terminate the lease/rental agreement. Remember, the time periods used in this letter will depend on whether the lease term is week-to-week or month-to-month.

Date:
Tenant's Name:
Address:

Dear _____:

The purpose of this letter is to inform you that your lease is being terminated in accordance with the Ohio Revised Code 5321.17. You have ____ days from the above date to vacate the premises.

Your failure to vacate the premises within the aforesaid time will force me to initiate eviction proceedings in accordance with state law.

Respectfully,

Landlord's Name:
Address:
Telephone Number:

WHAT YOU AS A TENANT SHOULD DO

If you agree with everything in the landlord's "Statement of Claim" you should prepare to move within two or at the most three weeks, **unless** you can get the landlord to agree to let you stay. **Get an agreement in writing.**

Otherwise, the landlord can take your offer of rent that is owed and **still evict you!**

If you agree with the "Statement of Claim" but you think he has violated some of his obligations, you might be able to prevent the eviction. You have the right to bring a counterclaim for damages the landlord has done to you. If you think you have a counterclaim, you should immediately consult with an attorney or someone with knowledge regarding evictions.

If you disagree with the "Statement of Claim", you should immediately consult an attorney. There are many possible defenses to an eviction, including :

- You offered your rent, but it was refused
- You paid part of the rent that was due and the landlord accepted it
- You paid this month's rent, although you still owe for a previous month
- Your landlord is trying to evict you because you exercised one of your rights
- Your landlord did not give you the required "Notice to Leave the Premises"

It is not a legally effective defense if you did not pay rent because you did not have the money.

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 of your apartment within 8-10 days.** If you do not move, the landlord could have a bailiff move you and your property onto the street.

The Welfare Department Can Help

The Welfare Department's Emergency Assistance Program may be able to help you if your landlord tries to evict you. If your family has not received an emergency assistance check within the past 12 months you are eligible for a special payment equal to one month's regular Welfare check. ***If you are not on Welfare but have a low income, you also are eligible for emergency assistance.*** The amount of money available is limited and based on family size.

There are agencies that might have rental assistance funds to help pay rent. Contact them as soon as possible before you fall behind in your rent. Their funds are limited and go fast so being proactive is very important.

