

OHIO LANDLORD-TENANT LAW

What You Should Know



Ohio State Legal Services Association

555 Buttles Avenue

Columbus, Ohio 43215-1137

(614) 221-7201

(800) 589-5888

P:\Forms-Macros\7-Publications\MANUALS\TenantRightsBklt\L-T Jan03 rich for pdf.wpd

© 2001, 2003 Ohio State Legal Services Association

Revised 1/03

TABLE OF CONTENTS

	Page
Introduction	1
1. Finding a Place to Live	2
A. Public Housing Programs	3
B. Fair Housing	4
C. Childhood Lead Poisoning	5
2. Moving In	6
A. Leases	7
B. Security Deposits	9
3. What The Law Says a Landlord Must Do	10
4. What The Law Says a Landlord Cannot Do	11
5. What The Law Says the Tenant Must Do	12
A. Your Relationship with Your Landlord	13
B. Keep Records	15
C. Fixing Problems Yourself	16
D. What If You or Your Guest Damages Your Home?	17
6. What a Tenant Can Do About Problems With a Home	18
A. A Step-by-Step Guide to Getting Your Rented Home Fixed ...	19
7. Moving Out: When the Tenant Wants to Move	22
8. Evictions: When the Landlord Wants You to Move	24
A. When a Landlord Can Evict With or Without a Lease	24
B. What a Landlord Must Do to Legally Evict a Tenant	25
C. Things to Think about When Facing Eviction	27
9. Security Deposits	31
10. Who Can Help	33

INTRODUCTION

This booklet is about your rights and responsibilities as a tenant. It is important for you to know your rights and duties when renting to help you avoid some problems and deal with others.

When you see a ✓ in this booklet, an important Warning or Tip will follow so you should pay close attention.

IF YOU HAVE QUESTIONS that are not answered by this booklet, call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local Legal Aid office, and to find out if you qualify for their services.

✓ WARNING

This booklet is for informational purposes only and is intended solely to provide a summary of landlord-tenant rights and duties. The information in this booklet is not legal advice and should not be relied on as legal advice. The booklet cannot answer all questions about landlord-tenant law, and the law sometimes changes. For advice on a specific problem, call your local Legal Aid office or a private attorney.

1. FINDING A PLACE TO LIVE

2 bdrm, fam. rm.,
garage, no pets...

When looking for a place to live, you need to think about:

- ★ How much can you afford to pay in rent?
You should try not to pay more than one-third of your income in rent.
- ★ Do you want to have to remain in this home for a set period of time (12-month lease) or do you want more flexibility like a month-to-month tenancy?
- ★ How many bedrooms do you need?
- ★ Does this landlord have a good reputation?
- ★ Is this home big enough for your family?
- ★ Is this a good location for your family?
- ★ Is this home a healthy place for your family?

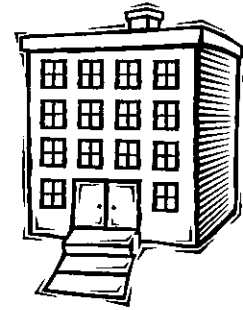
Things that you should do before renting:

- ★ Closely inspect each place you are serious about renting for needed repairs.
- ★ If you see things that need to be repaired, try to WAIT for the repairs to be made before signing a lease or moving in.
- ★ If you cannot wait, and the landlord promises to make the repairs, write your own list of repairs that are needed and give it to the landlord.

Always keep a copy of any papers you give the landlord and always put the date on the papers!

A. Public Housing Programs

Finding a housing unit in a government subsidized housing complex or getting a Section 8 voucher through your local housing authority.



Benefits – Low Rent

There are various programs, but generally your rent will be based on a percentage of your income or a portion of the rent will be paid by a government program.

Eligibility

- Low-income families and individuals
- No outstanding debts owed to the housing authority
- Decent credit record
- Good rental history –
 - no evictions
 - no record of disturbing neighbors
 - no record of destroying property
 - no serious criminal record
 - good housekeeping history

Legal Rights

In any public housing or subsidized program, you will have all the rights other tenants have plus additional rights.

- Eviction only for good cause – all programs, *except the Section 8 voucher program*. You must have breached the lease or broken the law to be evicted.

Section 8 voucher program – landlord cannot evict you without good cause during term of the lease.

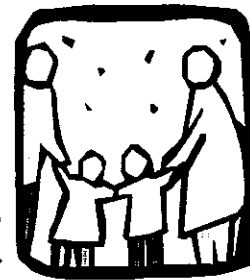
- Public Housing Grievance Procedure

Permits tenants to challenge actions by the housing authority about any problem, ranging from maintenance problems to disputed damage charges to even fighting eviction.

For more information, you can call your local legal aid office or your local public housing authority.

B. Fair Housing

The law says you cannot be denied housing or treated differently on the basis of race, creed, color, religion, sex, disability, familial status (presence of children in the family), or national origin. Some unlawful activities to watch for:



- You are told the unit you wish to rent is not available when it really is.
- You are told that no children are allowed in the building.
- You are offered different rental terms or conditions than someone

else. For instance, you are told your children cannot use the laundry facilities even though you believe they are old enough.

- You are being directed or “steered” to a particular neighborhood that may be based on your race, color, religion, sex, disability, familial status, or national origin.
- You have a disability and the landlord refuses to rent to you or allow you to make changes to the unit that are needed because of your disability. For instance, you generally have the right to change your rented home at your expense to allow you to use a wheelchair or make other need changes.

Sometimes landlords refuse to rent to people because they feel the place is not safe for children or that an upstairs apartment is not appropriate for the disabled. This is illegal. You, not your landlord, decide if a home is right for you and your family.

If you believe you have experienced discrimination, call the Ohio Civil Rights Commission at 1-888-278-7101, a local fair housing agency, or 1-866-LAW-OHIO (1-866-529-6446) to be connected to your local Legal Aid office.



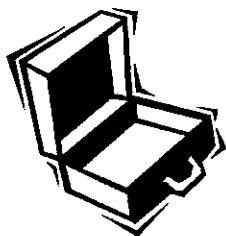
C. Childhood Lead Poisoning

Until 1977, lead was used in house paint, and a lot of older buildings contain lead. A person can be poisoned by eating lead or breathing lead dust. Lead poisoning is a serious health problem that affects

people's minds and bodies. Children under six and unborn children are at the greatest risk of harm from lead poisoning.

Lead paint tastes sweet like candy, and children may eat or breathe the lead that can be found in older buildings. Lead poisoning can damage a child's brain, nervous system, kidneys, hearing and coordination, cause mental retardation, affect learning, cause behavioral problems, blindness, and even death, and cause problems with pregnancy and affect a baby's normal growth.

If your home was built before 1977 and you want to know if your house contains lead paint, you should contact your local health department to have the home tested. If you want to know if your child is lead poisoned, you should contact your child's doctor or local clinic to have the child tested. If your child receives Medicaid benefits, your child can be tested for free. For more information on lead issues, you can contact your local health department, your child's doctor or local clinic, or your local Legal Aid office.



2. MOVING IN

At the time you move in:

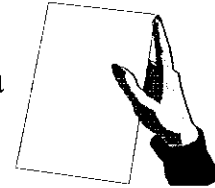
- Inspect the place closely for any damage or problems;
- Take photographs and/or videotape of the condition of the floors, walls, ceilings, rooms, etc., especially any problems, to compare

it with the condition when you move out;

- Fill out the Move-in Checklist at the back of this booklet. Keep the original and give a copy to the landlord.
- Have a witness with you when you move in. The best witness is someone who can come back when you move out. They will be able to say you left the place about as nice as when you moved in.

A. Leases

A lease is a written contract or agreement between a landlord and a tenant for the rental of a house, apartment or manufactured home. Many tenants never sign a written lease. Even if you don't, you have an oral lease and have many of the same rights as tenants who have written leases.



1. For all rentals (written and oral leases) make sure you know:
 - your landlord's name and address;
 - when and where rent is to be paid;
 - which utilities you will pay and which the landlord will pay; and
 - who will take care of and/or pay for the garbage removal, snow removal and grass cutting.
2. **If you sign a lease**, make sure you get a copy. The lease should contain:
 - property description or address;
 - names of the landlord and tenant;

- date lease begins and date lease ends;
- due date for rent and where rent is to be paid;
- amount of rent and any "late charges" associated with late payments of rent;
- responsibilities for who maintains or keeps up the rental unit;
- landlord's rules and regulations; and
- tenant's 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. Things to watch for:

- Restrictions on your right to sublease
- Length of lease
- Maintenance responsibilities
- Rules and regulations
- Security Deposit
- Whether utilities are included in rent payments
- Use of laundry and recreational facilities

If you want to change something in the lease, hand write in the changes and have the landlord put his or her initials by the change.

While the majority of landlords are fair, and know the law, some do not and their leases may contain terms that are not allowed under Ohio law. Some illegal terms will:

- force you to agree to accept the blame in any future dispute and require you to pay your landlord's attorney fees if court

action is taken

- allow the landlord to keep your security deposit or prepaid rent
- charge unreasonably high late fees
- require you to make repairs for normal wear and tear
- permit the landlord to take possession of your personal property for non-payment of rent

✓ WARNING

Even though a lease may include unlawful clauses, such as unreasonably high late fees, the rest of the lease may be enforceable. 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 when asked may not be the type of landlord from whom you wish to rent. Also, don't rent from a landlord who won't put changes you agree to in writing.

B. Security Deposits

A landlord is permitted to request a security deposit of any size when you move in. If the landlord keeps the deposit for six months, you must be paid interest on the part of your deposit that is more than one month's rent. The landlord may keep your deposit when you move out for any unpaid rent or for damages done to the home. (See *Section 9* for more information.)

3. WHAT THE LAW SAYS A LANDLORD MUST DO



- a. Make all repairs needed to make the house or apartment liveable.
- b. Keep in good working order all electrical, plumbing, heating and ventilation systems.
- c. Supply enough hot water and heat.
- d. Keep hallways and stairways safe and clean.
- e. Provide garbage cans or a dumpster (for four or more units in the same building).
- f. Give tenant at least 24 hours' notice before entering the home, except for an emergency. A tenant may refuse to admit the landlord if proper notice has not been given or if it is not an emergency.
- g. Make the house or apartment comply with all building, housing, and health codes which significantly affect health and safety.

✓ TIP

RENT INCREASES

- If you have a lease, your landlord cannot raise your rent during the lease, unless the lease specifically allows that.
- If you do not have a lease, your landlord can raise your rent by any amount s/he wants, if you are notified at least 30 days in advance of the next time rent is due.

- For example, assume your rent is due on the 1st of each month. If on May 15th you receive notice that your rent will be raised from \$420 to \$450, that is less than 30 days before June 1st, so on June 1st you would owe \$420 and on July 1st you would owe \$450. If you are required to make weekly payments, the notice period is 7 days, not 30.



4. WHAT THE LAW SAYS A LANDLORD CANNOT DO

Even if you are behind in rent, there are several things that landlords are *not allowed to do under the law*:

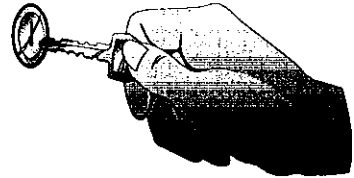
- a. A landlord cannot do anything to *prevent you from taking lawful steps to get your home repaired*. The landlord may not increase rent, decrease services, evict, or even threaten to evict you because you complained about needed repairs, have your home inspected by your local government housing inspector, or participated in a tenants' group or union.
- b. 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 of a home.
- c. A landlord cannot harass you by demanding over and over to enter a home or by entering at unreasonable times of the day.
- d. A landlord is not permitted to put you out or remove any of your property from the home without a court order signed by a judge.

- e. A landlord is not permitted to keep your belongings to try to force you to pay rent.

✓TIP

Remember, a landlord has no right to do any of the things listed in this section even if you are behind in rent. If the landlord does any of these things, consult an attorney immediately; if you cannot afford an attorney, contact your local Legal Aid office.

5. WHAT THE LAW SAYS THE TENANT MUST DO



If you do not pay your rent on time, your landlord can refuse to accept your rent and evict you. Try not to pay in cash, but if you do, *get a receipt* each time you pay the rent. Do not agree to have a receipt sent to you by mail. If your landlord does not give receipts, you can create one (see the form at the back of this book) and ask your landlord to sign it. If you pay by check or money order, keep your canceled check or your money order receipt to prove you paid the rent.

✓WARNING

**PAY YOUR RENT ON TIME.
If you do not, you risk being evicted.**

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

Specifically you must:

- Keep your apartment or house safe and sanitary.
- Dispose of trash and garbage properly – do not let it pile up or put it in the hall or common area.
- Keep all appliances that the landlord provides in good working order.
- Keep the electrical and plumbing fixtures clean and use them properly.
- Do not damage the home or permit your guests or visitors to do so.
- Do not disturb other tenants.
- Except with good reason, permit your landlord to enter your home if you get at least 24 hours' notice.
- Make certain that you, your family or guests do not violate state or federal drug laws.



A. Your Relationship with Your Landlord

It is important to understand that by agreeing to rent your landlord's property, you are entering into a business relationship and not a friendship with your landlord. You should keep this in mind when dealing with your

landlord. You should:

- treat your landlord politely and respectfully;
- try to get along with your landlord, which means trying to work problems out before getting angry and arguing with your landlord. It also means keeping your temper if you have to talk to your landlord about the need for repairs;
- If something breaks, tell your landlord right away. If you delay in having something repaired, it may cause further damage (for example, leaking water can cause the floor to rot), and you may be responsible for the costs of the repair.

Even if your landlord does not fix your home or treat you respectfully, you should not get angry or tell off your landlord. If you do, your landlord could

- evict you, especially if you do not have a written lease and are a month-to-month tenant. Even though your landlord is not allowed to evict to get back at you for complaining about problems with the home, he or she will be able to get you out eventually.
- harass you, treating you even worse than before, making your life as difficult as s/he possibly can, without breaking the law.

If your landlord treats you badly or refuses to fix your home, maybe you should think about moving. A bad landlord is not going to become a good landlord overnight. You need to think about whether you want to put up with it and whether it is worth the fight.

Remember to pick your battles.



B. Keep Records: Write Everything Down and Keep All Receipts

Even though you may trust your landlord, you never know if problems may develop. To protect yourself, follow these simple steps.

Get All Agreements in Writing. If your agreement with your landlord is not in writing, you may not be able to prove there was an agreement at all.

Get and Keep Receipts for All Payments Including Security Deposit, Rent, and Any Other Payments That You Agree to Make to the Landlord. If your landlord does not have receipt forms, take the receipt form in the back of this booklet, fill it out and have your landlord sign it at the same time you pay your rent. If you don't have the receipt form, you can simply write the date, amount paid, and what it was paid for (rent or security deposit) on a piece of paper and have your landlord sign and date that to prove you paid.

Avoid Paying in Cash. Paying by check or money order will give you proof that you paid your rent – if you keep your cancelled checks and/or money order receipts.

- If you must pay by cash, get a receipt;
- If the landlord will not give you a receipt, have a reliable witness there to see you pay your landlord.
- If the landlord will not give you a receipt, do not pay by cash again.

Have a Reliable Witness when you talk to your landlord if your landlord won't put agreements in writing.

Take Photographs or Videotape of Any Problems with the

home that the landlord may later try to blame you for. It is better to take photos or video before you move in, but if that is not possible, do it immediately after you move in. You should then take photos or video at the time you move out as well.

Do not lose your copies of receipts, agreements, leases, or other records and do not let the landlord take them. Keep these things together in a safe place in case you need them later.

C. Fixing Problems Yourself

It is the landlord's duty to make repairs. If your landlord asks you to fix things in the home and agrees to pay you for the repairs or to take money off of your rent, get the agreement in writing **before** making the repairs. If your landlord will not give it to you in writing, do not make the repairs. Without a written agreement, your landlord could have you make the repairs and then evict you for non-payment of rent.



If you want to make repairs or fix things up on your own, you must talk to your landlord first. Get a written agreement **before** doing any work or buying any materials. If you make repairs or fix things up without your landlord's permission, you could get sued and/or evicted.

Here are some other things to think about:

- **How much will it cost to fix the problem?** Try to get a FREE estimate of the cost to fix the problem and then decide if you can afford to fix the problem yourself. You may want

to check the Yellow Pages of the phone book for businesses to provide free estimates.

- **Keep receipts from all repair costs.** Keep a record of the time and costs of repairs you do yourself.
- **If you make repairs – DO A GOOD JOB.** If problems are not fixed right the first time, you may have to pay for them to be fixed again.

D. What If You or Your Guest Damages Your Home?

You are responsible for any damage you or your guests cause. **If you do not fix the damage properly, you could be evicted, sued for money, or both.** Your landlord can also take the money out of your security deposit when you move out and sue you for additional money.



You are not responsible for *normal wear and tear* (for example, walls needing to be repainted after a few years, plumbing fixtures that break down because of long use, or regular carpet cleaning needed after every tenant moves out).

If you or your guests damage the residence:

- talk to the landlord about the problem as soon as possible after it happens.
- if you want to fix it yourself, read *Section 4C* on the previous page.

- if you cannot afford to pay for the repairs all at once, see if your landlord will agree to pay for the repairs and allow you to pay him/her back over time. If you do come to an agreement of this sort – get it in writing – **keep all of your receipts.**

✓ WARNING

Damage & Repair

Do not make repairs unless the landlord agrees. Get a written agreement to be paid for the repairs if you did not cause the problem.

Your landlord can evict you if you damage the home and you do not have it repaired. If repairs are made in a reasonable time, you will generally be allowed to stay (or at least you have a good defense to an eviction).

6. WHAT A TENANT CAN DO ABOUT PROBLEMS WITH A HOME

If you believe your landlord has violated any of his or her obligations (see *Section 2*), by not making needed repairs, you can use the following guide to help you.

WARNING

Even if your landlord refuses to make needed repairs – **do not simply stop paying rent or your landlord will be able to evict you. Protect your rights and file a rent escrow.**

A. A Step-by-Step Guide to Getting Your Rented Home Fixed

1. **Verbal Notice** – Call your landlord or tell your landlord in person about the problem and ask for it to be fixed. Make a written note of the date the problems started and when you told your landlord – and keep it.

2. **Written Notice** – If that does not work, send your landlord a dated letter asking for the problem to be fixed. Give the landlord a deadline – 30 days to make the repair is reasonable, as long as the problem does not affect your health or safety. You can give your landlord less than 30 days if the problem will affect your health or safety – like having no heat in the winter. Tell your landlord that if the problem is not fixed by the deadline, you will deposit your rent with the Clerk of Courts of the local municipal or county court. Keep a photocopy of the letter you send.

3. **Government Complaint** – If that does not work, you can contact your local housing inspector if there is one. If there isn't and the problem concerns the health and safety of you and your family, you may wish to make a complaint to the local health department. If the problem concerns the structure of your home (for example, walls and ceilings), you should make a complaint to the local building inspector. These government officials may be able to help you, but keep in mind that if the problems are bad enough, your home could

be condemned and you would have to move. Also, if the problems are minor, they may not be willing to help.

4. Rent Escrow (Deposit) Process – If your landlord does not fix the problem within a reasonable time after receiving your written notice and you are current in your rent payments – you can use the rent escrow process.

Escrowing your rent means that instead of paying your rent to your landlord, you pay your rent to your local municipal or county court. You must pay your rent one way or the other no matter what your landlord does.

You must be current with your rent if you want to escrow (deposit) rent. If your rent is due *before* the 30 days have expired, pay your landlord. The next date the rent is due *after* the reasonable time has expired, you may pay your rent to the court. Pay the whole amount that is due on or before the day the rent is normally due to your landlord. Take your copy of the written notice with you when you pay your rent to the court. You can continue to pay your rent to the court until the landlord's violation is corrected.

In addition to depositing your rent with the court, you can ask the court to:

- allow you to terminate your lease, so you can move; or
- direct the landlord to make the repairs and reduce your rent until the repairs are made.

If you have problems with the court, you should contact your local Legal Aid office or a private attorney right away.

You will have to prove to the court that your home needs repairs and your landlord unreasonably refuses to make the repairs.

- Take pictures;
- Have your home inspected by a housing, building, or health inspector and bring the report – and better yet, the inspector (if possible) – to court with you;
- Bring another person who can also tell the court about the problems with your home; and
- Have a person with home repair, plumbing or electrical experience look at the problems and write a written estimate of the costs and steps to repair.

5. Call an Attorney – If these steps do not work, you should contact your local Legal Aid office or a private attorney right away. They may be able to represent you or give you more advice.

6. Form a Tenant's Union – Tenants have the right to form a *tenant's union*. This way tenants can work together to help solve problems. They can give the landlord notice of repairs that are needed in their building, and if necessary, they can deposit rent with the court.

✓ WARNING

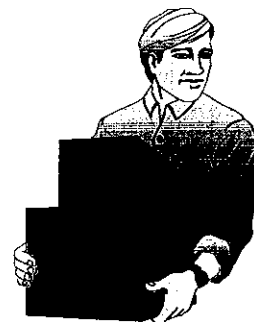
**YOUR LANDLORD COULD TRY
TO EVICT YOU**

If you have a written lease for a set period of time, such as a year, your landlord cannot end your tenancy except if you do not pay rent or you do not perform one of your duties in the lease or under the law. If you are a month-to-month or week-to-week tenant, your landlord can end your tenancy with 30 days' notice if you are a month-to-month tenant or seven days' notice if you are a week-to-week tenant with only a few limitations.

If you have a lease covering a period of time, you are in a stronger position to get things fixed in your home. Your landlord is not allowed to try to evict you for complaining about the conditions of your home. But, if you are a month-to-month tenant, your landlord can end your tenancy with 30 days' notice after waiting a month or two after you complain about the conditions. You should keep this in mind as you decide whether to use the step-by-step guide.

**7. MOVING OUT: WHEN THE
TENANT WANTS TO MOVE**

IF YOU HAVE A LEASE, and 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 for periods after you have moved out if:

a. The landlord agrees to let you sublet your home *and* the person who takes over the home pays the rent. (If the new tenant does not pay, your landlord can sue you.)

b. The reason you are moving is because the landlord has broken an obligation (*Section 2*), you gave 30 days' written notice to correct the problem (*Section 6*), and it was not corrected.

c. 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. If instead of signing a new lease, you want to become a month-to-month (or week-to-week) tenant, you will have to give the same notice as a tenant who never had a lease.

IF YOU DO NOT HAVE A LEASE, all you have to do is give your landlord advance notice you plan to move. If you pay your rent once a month, the notice must be at least 30 days before the next time your rent is due; if you pay once a week, the notice must at least seven 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, or sue you for money the landlord may claim for damage to the home.

Be sure to read *Section 9, Security Deposits* before your move.

**8. EVICTIONS:
WHEN THE LANDLORD WANTS
YOU TO MOVE**



IF THERE IS NO LEASE AND YOU PAY RENT

MONTHLY, a landlord can end a rental agreement by simply giving you a 30-day notice to vacate. If you pay rent weekly, the landlord only has to give seven days' notice.

IF THERE IS A LEASE, you can stay in your home, unless the landlord claims you broke your lease or violated one of your legal obligations (*Section 4*). At the end of the lease, your landlord may ask you to sign another lease. But if not you can still stay, unless the landlord gives you a 30-day notice ending your tenancy.

A. When a Landlord Can Evict With or Without a Lease

1. If you do not pay rent when it is due. *If your landlord has accepted late rent in the past, and has not given you notice that s/he will not accept late payments in the future, you may be to fight the eviction.*

2. If the landlord gives a 30-day notice to move, there is no lease, and you stay in the home past the 30-day notice ending your tenancy. *If your landlord accepts a rent payment from you after giving you the notice, you will usually be allowed to stay.*

3. If the landlord gave you a notice to correct a dangerous condition in the home and you did not fix it within 30 days.

4. If you violate a reasonable and fair term of the lease.

5. If the landlord has reasonable cause to believe that you, your family member or guest violated Ohio's drug laws.

B. What a Landlord Must Do to Legally Evict a Tenant

1. A landlord must give you a “Notice to Leave the Premises.” A “notice to leave” is a written statement from the landlord telling you to move out.

✓TIP

You do not have to move based on a notice to leave.

- You do not have to move until a court orders you to move.
- Your landlord cannot force you to move unless he or she files a court eviction lawsuit and gets a court order of eviction.

2. Your landlord must wait at least three business days after giving you the notice to leave the premises before he or she may legally file a court eviction lawsuit. Once the eviction lawsuit is filed, you will receive a summons and complaint which will give you information about a court hearing. The court hearing may be scheduled as soon as seven days after you receive the summons and complaint.

You will receive a copy of a "Summons In Action For Forcible Entry and Detainer," and a Complaint, which will give the reasons for the eviction. The summons will also state the date, time and place of the hearing. Go to the hearing. If you do not go you probably will be evicted.

3. At the hearing, you and your landlord will both be able to talk to the court, so the court can hear both sides of the story. If the court agrees with the landlord, an order of eviction will be issued. If the court agrees with you, the case will be dismissed and you will not be evicted.

4. If the landlord wins the lawsuit, you will have to move. The court will often give you 10 days to move, but sometimes less. You should ask the court for the full 10 days. You can ask the court for more than 10 days to find a new place, but usually only the landlord can decide to give more than 10 days.

5. If you have not moved out within the allowed time, a court bailiff, police officer, or deputy sheriff can legally remove you, your family and property out onto the curb.

C. Things to Think About When Facing Eviction

1. As soon as you get the notice from your landlord, you need to decide what you want to do. You may want to move, but need extra time or you may want to stay in your home for a long time. As soon as you get your notice, you should try to work out the problems with your landlord because being evicted will make it harder to find housing in the future.

2. If you got your notice because of damage that you caused to the property that the landlord wants you to fix, get it fixed as soon as possible if you want to stay. Talk to your landlord about the repairs and s/he may let you stay.

3. If you are behind on rent and want to stay, try to make a payment plan with your landlord before three days pass. If your

landlord spends money filing an eviction action, she or he probably will not agree to a payment plan unless you pay court costs and attorney fees too.

4. If you just want to move, but need more time, tell your landlord and try to agree to a move-out date so that the case is not filed and you will not have an eviction on your record.

5. If the eviction case is filed and you agree with everything in the landlord's complaint, 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 accept your back rent and still evict you.

6. If you agree with the complaint, but you also think the landlord has violated your lease or the law, you might be able to stop the eviction. You can countersue for damages. If you think you have claims, you should immediately contact your local Legal Aid office.

7. 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 all or part of this month's rent, after the landlord gave you the three-day Notice to Leave the Premises.
- 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."

✓WARNING

Being unable to pay rent, having children, or being pregnant are not legal defenses to eviction!

8. Sometimes in an eviction lawsuit a landlord will ask the court to order that you pay rent that the landlord says you owe. Read the complaint and any attached papers carefully. If the landlord is asking the court to order you to pay money in addition to making you move out, you must submit a written answer to the court within 28 days from the day you received the summons and complaint. An attorney can help you prepare an answer or you can prepare an answer on your own.

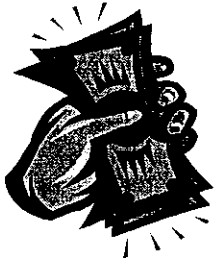
You have a right to a jury trial in eviction cases. You should ask an attorney about your right to a jury trial.

✓TIP

**WHEN MOVING OUT FOR ANY REASON,
YOU SHOULD:**

- ▶ Clean the place up and fix any problems you caused. If you don't clean or there are things damaged, your landlord can take those costs from your security deposit or sue you if there is no security deposit or it is too small to cover damages;

- ▶ Leave the place in the same condition as when you moved in except for normal wear and tear (such as peeling paint or plumbing fixtures that break down from regular use);
- ▶ Take all your belongings when you move;
- ▶ Fill out the move-out checklist in the back of this booklet when you move out. You will then have the move-out checklist to compare to your move-in checklist;
- ▶ Take photos or videotape the conditions of the place when you move out so that you have proof of the condition you left the place in to compare to the photos and video from when you moved in;
- ▶ Have witnesses view the place at the time you move out in case you need witnesses if you are sued by your landlord. The best witness is someone who saw the place when you moved in;
- ▶ Give the keys back to the landlord when you move. If you don't, the landlord could deduct the cost of changing the locks from your security deposit;
- ▶ Give your landlord a new address in writing and keep a copy so that he or she can return your security deposit or send you the required explanation of why it is not being returned. If you don't give a new address, your landlord may not have to return the security deposit to you;
- ▶ Move out quickly. The longer you drag it out, the more you tempt your landlord to speed things up by throwing your things out;
- ▶ As long as anything remains in the place that you want to keep, you should continue spending the night there or notify your landlord that you are not moved out yet.



9. GETTING YOUR SECURITY DEPOSIT BACK

The landlord may keep your deposit when you move out **if you owe money** for any unpaid rent or for damages done to the home. One of the biggest abuses by landlords is wrongfully keeping security deposits. If you owe nothing, the landlord should return your security deposit within 30 days of you returning the keys. This is your money so work to get your deposit back. The law is on your side.

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

When you move out, the home should be clean; remove all property, clean ovens and refrigerators, and leave the home in the condition a new tenant could be expected to move into it. 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 by you is your responsibility.

Upon moving out, you should go through the home again with a witness (if possible, with same one as before) and, if possible, with

the landlord. Make another list of damages. Take pictures again.

You should return the keys to the landlord and give him or her your 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.

✓TIP

As a tenant, you have the right to sue your landlord for return of the security deposit.

If you are not satisfied with the amount the landlord returns, or if you do not get anything back, 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 should not need an attorney to sue your landlord in small claims court, but you might want to talk to someone listed in Section 9 before you go to 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 the 30 days, you have the right to sue for double the amount of the security deposit.

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

- a. A receipt showing the deposit was paid.
- b. Receipts for all your rent payments to show no rent was owed.
- c. A copy of your notice to your landlord with your new address.
- d. Witnesses to testify and pictures or video to show the home at the time you moved in and at the time you moved out.

If you have questions about the return of your security deposit, contact your local Legal Aid office and ask for information about getting your security deposit back.

10. WHO CAN HELP

A. Local Legal Aid Office

If you have a low income, you may qualify for free legal assistance from your local legal aid office. You can call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local legal aid office.

Your local legal aid office can give you advice about your rights and possibly represent you in court. They also have other booklets on mobile home law, rent escrow, getting your security deposit back, and other legal areas to help you.



B. Lawyers

If you do not have a lawyer, you can call your county bar association. They may refer you to an attorney.

If you have a low income, you may qualify for free legal assistance from your local legal aid office. You can call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local legal aid office.

C. PRC – Prevention, Retention & Contingency

The county welfare department may be able to help you stay in your home or help you move into a new home. Talk to your caseworker or an attorney.

D. Building Inspector Or Health Department

As a tenant, you can call the Housing Inspector or the Health Department for your town, city or county to inspect your home whenever you think repairs should be made. An inspection report could be good evidence to present in court. You could have even better evidence if the inspector comes to court with you.

E. Tenant Unions

If your apartment complex does not have a tenants' union, there may be one for the city you live in, for example, the Cleveland Tenants Organization, or the Federation of Athens County Tenants. There may be one where you live.

MOVE-IN / MOVE-OUT RECORD

Address _____ Apt. _____

ROOMS:	Conditions at Time of Move-In Inspection <i>Poor — Fair — Excellent</i>	Conditions at Time of Move-Out Inspection <i>Poor — Fair — Excellent</i>
---------------	---	--

Living Room:

Walls		
Floors/carpet		
Ceiling		
Draperies/Blinds		
Windows		

Comments:

Kitchen:

Walls		
Floors/carpet		
Ceiling		
Windows		
Draperies/Blinds		
Cabinets:		
Stove:		
Refrigerator:		

Comments:

Bathroom 1:

Walls		
Floors/Carpet		
Commode		
Windows		
Draperies/Blinds		

Comments:

Bathroom 2:

Walls		
Floors/Carpet		
Commode		

ROOMS:	Conditions at Time of Move-In Inspection	Conditions at Time of Move-Out Inspection
	<i>Poor — Fair — Excellent</i>	<i>Poor — Fair — Excellent</i>
Windows		
Draperies/Blinds		

Comments:

Bedroom 1:

Walls		
Floors/Carpet		
Ceiling		
Windows		
Draperies/Blinds		

Comments:

Bedroom 2:

Walls		
Floors/Carpet		
Ceiling		
Windows		
Draperies/Blinds		

Comments:

Bedroom 3:

Walls		
Floors/Carpet		
Ceiling		
Windows		

Comments:

Bedroom 4:

Walls		
Floors/Carpet		
Ceiling		
Windows		

Comments:

Remarks/Comments: _____

ACKNOWLEDGMENT OF CONDITIONS
AT MOVE-IN

DATE: _____
(Signature of Tenant)

DATE: _____
(Signature of Landlord)

ACKNOWLEDGMENT OF CONDITIONS
AT MOVE

DATE: _____
(Signature of Tenant)

DATE: _____
(Signature of Landlord)

KEEP FOR YOUR RECORDS

PAID TO _____

FOR _____

DATE _____

AMOUNT \$ _____

Cash Check
Money Order

RECEIPT

Date _____

Received from _____

For Rent or _____

From _____ to _____

Amount \$ _____

Cash Check Money Order

Received by _____

Comments _____

KEEP FOR YOUR RECORDS

PAID TO _____

FOR _____

DATE _____

AMOUNT \$ _____

Cash Check
Money Order

RECEIPT

Date _____

Received from _____

For Rent or _____

From _____ to _____

Amount \$ _____

Cash Check Money Order

Received by _____

Comments _____

KEEP FOR YOUR RECORDS
PAID TO _____
FOR _____
DATE _____
AMOUNT \$ _____
Cash Check
Money Order

RECEIPT Date _____
Received from _____
For Rent or _____
From _____ to _____
Amount \$ _____
Cash Check Money Order
Received by _____
Comments _____

KEEP FOR YOUR RECORDS
PAID TO _____
FOR _____
DATE _____
AMOUNT \$ _____
Cash Check
Money Order

RECEIPT Date _____
Received from _____
For Rent or _____
From _____ to _____
Amount \$ _____
Cash Check Money Order
Received by _____
Comments _____
