



*Community
Development Department*

Tenant Rights and Responsibilities

These resources are provided for convenience. The City does not endorse any specific organization and is not responsible for services provided by third parties.

About the Community Development Department

The City of Springfield Community Development Department serves as a vital resource for the residents of Springfield, working to meet community needs through a collaborative and socially-conscious approach. By leveraging the expertise of dedicated staff and community partners, the department delivers efficient services with a personal touch.

As one of the City's primary departments that regularly interacts with the public, Community Development is driven by a deep sense of purpose—maximizing limited resources to make a meaningful impact on the community and fostering continuous improvement year after year. Supporting access to fair housing aligns with the City's mission to serve residents equitably, consistent with federal and state law. Ensuring that every resident—regardless of race, background, ability, or income—has access to safe, stable, and affordable housing is a necessity. Fair housing laws are intended to help reduce displacement, promote neighborhood stability, and support broader goals like economic mobility and inclusive growth. For the City of Springfield, advancing fair housing is about creating a community where everyone has the opportunity to live with dignity and thrive.

Building a strong community is not the work of one—it is the shared mission of many hearts, hands, and voices working together for the greater good.

Under Section 701.02 of the Codified Ordinances of the City of Springfield - Landlords must provide tenants with the information about their rights and responsibilities under Ohio Revised Code Chapter 5321. This requirement can be met by giving tenants this pamphlet or notice of where it can be located on the internet.

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Overview:

In Ohio, the relationship between tenants and landlords is governed by the Ohio Landlord-Tenant Act (Ohio Revised Code 5321) and the Eviction Statute (Ohio Revised Code 1923). Additional protections may also apply, including the Fair Housing Act and specific laws for individuals with disabilities.

The Ohio Landlord-Tenant Act of 1974 outlines the rights and responsibilities of both tenants and landlords. However, this law does not apply to certain situations, such as:

- Mobile home parks (covered under Chapter 3733.02, Ohio Revised Code)
- Owner-occupied condominiums
- Prisons, jails, workhouses, or halfway houses
- Hotels, motels, tourist homes, hospitals, nursing homes
- Farm residences located on two or more acres of land
- School dormitories

This handbook is provided by the City of Springfield for informational purposes only. It is not legal advice and does not create any obligation, warranty, or guarantee by the City of Springfield. Individuals should consult a licensed attorney for advice about their specific rental situation.

What is Fair Housing?

Fair housing means everyone has the right to rent, buy, or live in housing without discrimination. In Ohio, fair housing laws are based on the Federal Fair Housing Act of 1988 and the Ohio Civil Rights Act. These laws protect people from discrimination in most housing situations, including:

- Houses and apartments (any size)
- Land or lots for sale or rent
- Properties sold at auction
- Rentals by owners, builders, or real estate agents
- Boarding houses and rooming houses where the owner lives on-site

Who is Protected Under the Law?

It is illegal for landlords, property managers, or real estate agents to discriminate based on:

- Race
- Color
- Religion
- Sex (including gender identity and sexual orientation)
- Disability (physical or mental)
- National origin or ancestry
- Familial status (families with children under 18)
- Military status

What Does Housing Discrimination Look Like?

Housing discrimination can happen in many ways. Here are some examples:

- Refusing to rent to someone because of their race, national origin, or language (such as Haitian Creole).
- Denying a unit to a person with a disability or refusing to allow reasonable accommodations (like a wheelchair ramp or an emotional support animal).
- Refusing to rent to families with children or saying things like "This building is for adults only".
- Charging higher deposits or different terms because of a person's disability, race, or family size.
- Advertising that suggests a preference for certain groups of people (e.g., "no kids," "ideal for single professionals").
- Saying a unit is not available when it actually is.
- Harassment or creating a hostile living environment based on a person's protected class.

Reasonable Accommodations and Assistance Animals

If you have a disability, you have the right to request reasonable accommodations in housing. This may include physical modifications to make your unit or common areas accessible—such as grab bars, ramps, or visual fire alarms—as well as changes to housing policies, like allowing an assistance animal even where pets are normally not allowed. Assistance animals are not pets; they are considered aids similar to wheelchairs or hearing devices. They may include service dogs, emotional support animals, or other animals that help with a disability.

In January 2020, the U.S. Department of Housing and Urban Development (HUD) issued updated guidance to clarify how the Fair Housing Act (FHA) applies to assistance animals. A landlord cannot charge pet fees or deposits for an assistance animal. However, if your disability or the need for the animal is not obvious, the landlord may request documentation from a licensed healthcare provider who has personal knowledge of your condition and can confirm both your disability and how the animal supports it. Online certificates purchased without a valid medical relationship are not considered reliable. This guidance helps ensure that people with legitimate needs are accommodated fairly, while also providing clear expectations for housing providers.

To be approved, a request must meet three criteria:

- (1) the individual has a disability as defined by law
- (2) the animal provides disability-related assistance
- (3) the request is reasonable.

Note: This information is provided for educational purposes. The City of Springfield does not determine eligibility for reasonable accommodations or enforce compliance with the Fair Housing Act. For legal concerns or to file a complaint, please contact the U.S. Department of Housing and Urban Development (HUD) or seek legal assistance.

What Should You Do if You Face Discrimination?

1. Write everything down—names, dates, phone numbers, addresses, and details of what happened.
2. Find witnesses—gather their names and contact information, if possible.
3. File a complaint— You have one year from the date of the incident to file a housing discrimination complaint with the Ohio Civil Rights Commission (OCRC) or the U.S. Department of Housing and Urban Development (HUD).

For more information, education, or mediation assistance, contact any of the organizations listed on page 24.

Definitions

- A. **“Tenant”** means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.
- B. **“Landlord”** means the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor, or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement.
- C. **“Residential premises”** means a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances in it, and the grounds, areas, and facilities for the use of

tenants generally or the use of which is promised the tenant.

“Residential premises”

includes a dwelling unit that is owned or operated by a college or university. “Residential premises” does not include any of the following:

- a. Prisons, jails, workhouses, and other places of incarceration or correction, including, but not limited to, halfway houses or residential arrangements that are used or occupied as a requirement of a community control sanction, a post-release control sanction, or parole;
- b. Hospitals and similar institutions with the primary purpose of providing medical services, and homes licensed pursuant to Chapter 3721 of the Revised Code;
- c. Tourist homes, hotels, motels, recreational vehicle parks, recreation camps, combined park-camps, temporary park-camps, and other similar facilities where circumstances indicate a transient occupancy;
- d. Elementary and secondary boarding schools, where the cost of room and board is included as part of the cost of tuition; Orphanages and similar institutions;
- e. Farm residences furnished in connection with the rental of land of a minimum of two acres for production of agricultural products by one or more of the occupants.

- D. **“Rental agreement”** means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, amount of rent charged or paid, or any other provisions concerning the use and occupancy of residential premises by one of the parties.
- E. **“Security deposit”** means any deposit of money or property to secure performance by the tenant under a rental agreement.
- F. **“Dwelling unit”** means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

Rental Agreements: The Foundation of Tenancy

A rental agreement, also called a lease, is a contract between a landlord and a tenant that outlines the terms and conditions of the rental. While a lease can be verbal or written, a written agreement is strongly recommended because it provides a clear record of the terms, such as the amount of rent, when it is due, the length of the tenancy, and responsibilities for utilities, maintenance, and any specific rules. Ohio law requires that every written rental agreement include the name and address of the landlord and their agent (ORC 5321.18). If there is no written lease, the landlord must still provide this information in writing at the start of the tenancy. Certain provisions are prohibited by law, including clauses that attempt to waive the landlord’s legal responsibilities, such as the duty to maintain the property or to comply with health and safety codes.

Reminder: as a “best practice”, Tenants are encouraged to obtain a copy of their signed lease. Keeping records protects both landlords and tenants from potential future disputes.

Tenant Rights and Responsibilities

Tenants have the right to a safe, sanitary, and habitable living space, and landlords are legally obligated to meet these standards under ORC 5321.04. This includes following building, health, and safety codes, making necessary repairs, and ensuring that essential utilities such as heat, water, and electricity are available. However, tenants also have important responsibilities under ORC 5321.05, including paying rent on time, keeping the home clean and free of hazards, properly disposing of trash, and avoiding damage to the property beyond normal wear and tear. Tenants must also ensure that their guests do not engage in illegal activities or cause disturbances. Landlords have the right to enter the premises for inspections, repairs, or to show the property to prospective tenants, but they must provide at least 24 hours' notice unless there is an emergency.

Caution: Under Ohio law, tenants who withhold rent outside the legal escrow process risk eviction.

Landlord Rights and Responsibilities

Landlords are required by law to provide and maintain a safe and habitable property. ORC 5321.04 outlines these responsibilities, which include complying with building, housing, health, and safety codes; making repairs to keep the premises in good condition; maintaining common areas; and ensuring essential services like plumbing, heating, and electricity are in working order. Landlords must give reasonable notice—typically at least 24 hours—before entering a rental unit, unless there is an emergency. Retaliating against tenants who exercise their rights, such as reporting code violations, is strictly prohibited under ORC 5321.02.

Caution: Landlords cannot lock tenants out, shut off utilities, or seize a tenant's belongings without a proper court order. Doing so is illegal and may result in damages and legal penalties under ORC 5321.15. For more information, call the Clark County Combined Health District at 937-390-5600.

Security Deposits

A security deposit is money held by the landlord to cover unpaid rent or damage beyond normal wear and tear. There is no legal limit on the amount a landlord may request, but if the deposit exceeds one month's rent and the tenant remains in the unit for six months or more, the landlord must pay 5% annual interest on the excess (ORC 5321.16). After the tenant moves out, the landlord has 30 days to return the deposit or provide a written list of deductions. The tenant must provide the landlord with a forwarding address in writing to receive the deposit.

Reminder: Take photos of the rental unit before moving in and after moving out. Documenting the property's condition protects your rights and helps ensure a fair return of your deposit.

Rent Escrow Process

When a landlord fails to make necessary repairs, tenants may use the rent escrow process outlined in ORC 5321.07. This process allows tenants to pay rent to the Clerk of Courts rather than directly to the landlord until repairs are completed. To use rent escrow, tenants must be current on rent, give the landlord written notice of the problems, and allow a reasonable time—up to 30 days—for repairs. If the landlord does not make the repairs, the tenant may deposit the rent with the court, which may order the landlord to correct the issues, reduce the rent, or terminate the lease.

Caution: Rent escrow is not available for student rentals or if the landlord owns fewer than four rental units and has provided proper notice under ORC 5321.08.

Evictions and Terminations

A landlord may begin eviction proceedings, also known as a forcible entry and detainer action under ORC Chapter 1923, for reasons such as non-payment of rent, violations of the lease, or illegal activities on the property. For non-payment of rent or drug-related activity, the landlord must provide a three-day notice to vacate. For other violations, such as property damage or health and safety concerns, a 30-day notice is required to allow the tenant time to correct the problem. If the issue is not resolved, the landlord can file an eviction case with the court.

Reminder: An eviction does not erase a tenant's financial obligations. A tenant may still owe rent for the remainder of the lease term, and the landlord can pursue a judgment for damages.

Moving In and Out Tips

Before moving in, tenants should carefully inspect the property with the landlord, make a written list of any existing damage, and take photos or videos to document the condition. This protects both parties and provides a clear record of the unit's condition. When moving out, tenants should leave the property clean, remove all personal belongings, return all keys, and provide a forwarding address in writing. Taking photos after move-out is strongly recommended to protect against unfair claims for damage.

Reminder: Normal wear and tear—such as faded paint or minor scuffs on walls—is not considered damage.

Lead-Based Paint Hazards

For homes built before 1978, there is a risk of lead-based paint hazards. Lead exposure can cause serious health problems, especially for children under six and pregnant women. Federal law under Title X, Section 1018 requires landlords to disclose any known information about lead-based paint or hazards, provide tenants with an EPA-approved pamphlet on lead safety, and include a lead warning statement in the lease, signed by both parties.

Caution: If you are concerned about lead hazards, you have the right to request a lead hazard inspection from a certified professional before signing a lease. Landlords who fail to comply with lead disclosure laws may face legal penalties and liability for damages.

Additional Legal Protections

Tenants have the right to form or join a tenants' union or association to work together on shared concerns. Landlords cannot retaliate against tenants for organizing or reporting code violations. Landlords also cannot change the locks, shut off utilities, or remove a tenant's belongings without a court order, even if the tenant is behind on rent. These actions are illegal and may result in legal action for damages.

Reminder: Always keep copies of rent receipts, written notices, and any correspondence with your landlord. Good documentation is key to protecting your rights.

Final Tips for Tenants and Landlords

For tenants, knowing your rights, paying rent on time, and communicating in writing with your landlord are critical steps to maintaining a positive rental relationship. For landlords, following the law, maintaining safe and habitable properties, and addressing issues promptly can help prevent disputes. Both parties are encouraged to seek legal assistance when needed, and to approach any disagreements with a spirit of cooperation and mutual respect.

How to Report Possible Housing Discrimination

If you believe you have been treated unfairly in housing because of your race, color, national origin, religion, sex, disability, or family status, you have the option to report it. This section is for informational purposes only and is not legal advice. For questions about your specific situation, you may wish to consult an attorney.

Complaints can be submitted to the U.S. Department of Housing and Urban Development (HUD) or the Ohio Civil Rights Commission. Both agencies accept complaints online, by phone, through the mail, or in person.

When reporting, you should provide basic information about what happened, including dates, names, and a description of the situation. Filing is free, and an attorney is not required. After your complaint is submitted, the agency may investigate and work to resolve the issue. Some cases are addressed through mediation, while others may move forward with enforcement.

Reminder: Reporting a possible violation does not automatically mean you will go to court. Many complaints are resolved through investigation and mediation.

Caution: Time limits apply. Most fair housing complaints must be reported within one year of the incident.

Where to Report a Complaint:

U.S. Department of Housing and Urban Development (HUD)

Phone: 1-800-669-9777

TTY: 1-800-927-9275

Website: www.hud.gov/fairhousing

Ohio Civil Rights Commission

Phone: 1-888-278-7101

Website: www.civ.ohio.gov

Apartment Checklist

Address: _____

Kitchen

Item	Condition
Stove	
Sink	
Refrigerator	
Faucets	
Windows	
Shades/Curtain Rods	
Cabinets	
Walls	
Lights	
Ceiling	
Floor	

Living Room

Item	Condition
Walls	
Ceiling	
Lights	
Windows	
Floor	
Shades/Curtain Rods	
Door	

Bathroom

Item	Condition
Walls	
Ceiling	
Lights	
Tub	
Sink	
Toilet	
Medicine Cabinet	
Doors	
Floor	

Utility Room/Basement

Item	Condition
Furnace	
Ceiling	
Lights	
Laundry Tub	
Floor Drain	
Hot Water Tank	
Walls	
Floor	

Bedroom

Item	Condition
Door	
Floor	
Walls	
Ceiling	
Windows	
Shades/Curtain Rods	
Lights	

Additional Bathrooms

Additional Bedrooms

Comments/Notes

Tenant Signature _____

Landlord Signature _____

Date _____

Requesting Return of Security Deposit

Date: _____
To: _____ (Landlord/
Property Management)
From: _____ (Tenant)

This notice will serve as my request for the return of my security deposit in the amount of \$_____.

This letter is being sent to you in accordance with Ohio Revised Code 5321.16(B) and will serve to notify you that I expect the return of my security deposit, plus interest, if any, by Date: _____ (This should be within the next 30 days).

Should you fail to return my security deposit to me, I will pursue appropriate legal remedies, which may include double damages and reasonable attorney fees.

Sincerely,

Signature: _____
Address: _____
Phone Number: _____

NOTE: With a deposit, interest is paid only on the amount above one month's rent and if the tenant has remained in possession of the premises for six months or more.

Protesting Retaliation

Date: _____

To: _____ (Landlord/
Property Management)

From: _____ (Tenant)

Ohio Revised Code 5321.02(A) provides that a landlord may not increase rent, decrease services, threaten to bring an eviction action against or evict a tenant because the tenant has complained to the landlord about the conditions of 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(s) of: (Describe action taken by landlord is/ are retaliatory): _____

I hope that this letter will resolve the matter. However, I will take whatever action is necessary to defend my rights. Ohio Revised Code 5321.01(B) provides for actual damages together with attorney's fees, if there is a violation of the above section of the law.

Sincerely,

Signature: _____

Address: _____

Phone Number: _____

Protesting Non-Acceptance of Rent

(For Month to Month Leases)

Date: _____

To: _____ (Landlord/
Property Management)

From: _____ (Tenant)

I attempted to pay you my monthly rent on:
_____ (date) in accordance with my rental
agreement. However, you refused to accept my rent as due
and instead have requested that I vacate the premises.

According to the Ohio Revised Code 5321.17(B) you are
required to give me a thirty (30) day notice to terminate my
tenancy. As of this date I have not received any such notice
from you.

Enclosed is my current month's rent which I am again
attempting to pay. If you do not accept it, I will deposit my
rent with the Springfield Municipal Court as proof of my
timely payment.

If you have any questions, please feel free to call.

Sincerely,

Signature: _____

Address: _____

Phone Number: _____

30-Day Notice to Vacate

(From Tenant to Landlord)

Date: _____

To: _____ (Landlord/
Property Management)

From: _____ (Tenant)

This letter is to serve as my formal 30-day notice to vacate the rental property located at: _____

As required by Ohio Revised Code 5321.17(B), I am providing 30 days' notice before terminating my month-to-month tenancy. My intended move-out date is: _____

Please send my final security deposit (minus any lawful deductions) to the forwarding address below:

If you need access to the unit for inspection or to show prospective tenants, please contact me to coordinate.

Sincerely,

Signature: _____

Address: _____

Phone Number: _____

30-Day Notice to Vacate

(From Landlord to Tenant)

Date: _____

To: _____ (Tenant)

From: _____ (Landlord/
Property Management)

This letter serves as a 30-day written notice to terminate your month-to-month tenancy at: _____

According to Ohio Revised Code 5321.17(B), landlords must provide tenants with at least 30 days' written notice prior to ending a month-to-month rental agreement. Your tenancy will end on the following date: _____

You are required to vacate the premises and remove all personal belongings by that date. If you have any questions or concerns, please contact me.

Sincerely,

Signature: _____

Phone Number: _____

Maintenance Request Form

Date: _____

Please describe the issue that needs maintenance or repair:

- This is an urgent/emergency repair
- This is a routine maintenance issue

Preferred time for repair (if applicable):

Thank you for your prompt attention. I am submitting this request in accordance with our lease and Ohio Revised Code 5321.07(A).

Sincerely,

Signature: _____

Address: _____

Phone Number: _____

Acknowledgment of Entry Notice

Date: _____
To: _____ (Tenant)
From: _____ (Landlord/
Property Management)

This is to inform you that I will be entering the rental unit located at:

Address: _____
Date of Entry: _____
Time of Entry: _____

Reason for entry (Check one):

- Repairs
- Routine Inspection
- Showing Unit to Prospective Tenant
- Other: _____

This entry is in accordance with Ohio Revised Code 5321.04(A)(8), which requires reasonable notice (at least 24 hours) and entry at reasonable times.

Sincerely,

Signature: _____
Phone Number: _____

Roommate or Occupancy Change Notification

Date: _____
To: _____ (Landlord or
Property Manager)
From: _____ (Tenant)

This letter is to inform you of a change in the
occupancy at the rental property located at:

Effective (Date): _____

The following person has moved in:

Name: _____

Relationship: _____

The following person has moved out:

Name: _____

I understand that this notice does not change the terms of
the lease and that all occupants must comply with existing
lease terms and conditions. I am providing this update in
good faith and to maintain accurate records.

Sincerely,

Signature: _____

Address: _____

Phone Number: _____

Notice to Correct Conditions

Date: _____
To: _____ (Landlord/
Property Management)
From: _____ (Tenant)

This notice is to inform you that, as the owner/agent of the dwelling unit located at, the conditions stated below are in noncompliance to our rental agreement and/or local housing, building, safety or health codes. Your failure to maintain this unit in a safe, decent and sanitary condition means that you are in violation of your obligation according to the Ohio Revised Code 521.07

1. _____
2. _____
3. _____

This notice is being sent to you in accordance with Ohio Revised Code 5321.07(A) and will serve to notify you that I want you to remedy the conditions within reasonable time (30 days or less).

Should you fail to remedy the conditions by _____, I will pursue my appropriate legal remedies and escrow my rent with the local Clerk of Courts until such time that the above conditions are corrected.

Sincerely,

Signature: _____
Address: _____
Phone Number: _____

Information Directory

**ABLE (Advocates for Basic Legal Equality, Inc.)
800-837-0814**

**City of Springfield Community Development Department
76 East High Street, Springfield, OH 45502
937-324-7689**

**Clark County Combined Health District
529 East Home Road, Springfield, OH 45503
937-327-1700**

**Clark County Department of Jobs and Family Services
1345 Lagonda Avenue, Springfield, OH 45503
937-327-1700**

**Clark County Lead-Safe Ohio Program
3130 East Main Street, Suite 1A, Springfield, OH 45503
937-521-2164**

**Springfield Metropolitan Housing Authority
315 South Burnett Road, Springfield, OH 45505
937-325-3020**

**Springfield Municipal Court Civil Division
50 East Columbia Street Springfield, OH 45502
937-328-3715**

Landlord Responsibilities:

Chapter 5321 - Ohio Revised Code | Ohio Laws

**Section 5321.04 - Ohio Revised Code | Ohio Laws Ohio Civil
Rights Commission**

**Filing a Charge | Ohio Civil Rights Commission Review Ohio
Revised Code**

