

City of Springfield, Ohio

Landlord and Tenant Duties

WORKS CITED:

City of Springfield Community Development Department
Landlord Tenant and the Ohio Law
Legal Aid of Dayton 1990

(Note: This information is not a substitute for legal assistance.)

Security Deposits

A security deposit may be required by the landlord as a sort of insurance in case the tenant damages the apartment or moves out owing rent. The landlord may require any amount for a security deposit. However, the landlord may have to pay the tenant 5% interest per year on part of the deposit - if the deposit exceeds one month's rent, the excess deposit is subject to the 5% interest payment. For this interest to apply, the deposit must be greater than \$50 and the tenant must live in the unit for at least six months (Landlord Tenant and the Ohio Law 5).

EXAMPLE: If the rent is \$100 per month and the deposit is \$175, 5% interest is due the tenant on the \$75 excess, which would amount to \$3.75 per year (Landlord Tenant and the Ohio Law 5) After moving out, tenants have a right to a refund of their security deposit, less any damages caused by the tenant or the tenant's guests, and less any unpaid rent. Tenants should give their landlords a forwarding address in writing, and keep a copy of the notice. Within 30 days after the landlord receives this notice and the tenant moves out, the landlord must send the tenant the security deposit balance. If the amount returned is less than the full deposit, the landlord must include a written itemized statement of any deductions for damages and past due rent(Landlord Tenant and the Ohio Law 5).

If the landlord does not return the security deposit and statement within thirty days after the tenant moves out, the tenant can sue for the return of the deposit. If the tenant has given a forwarding address in writing to the landlord, the tenant can recover twice the amount the landlord should have paid, plus the tenant's attorney fees. Always consult a lawyer before going to court. Suits for less than \$2,000 can be brought in Small Claims Court (Landlord Tenant and the Ohio Law 5).

Landlord Duties

1. Comply with all housing laws and regulations.
2. Keep the premises in a livable condition by making all necessary repairs.
3. Keep all common public areas in the building and grounds safe and sanitary.
4. Maintain in good working condition all electrical, plumbing, heating and air conditioning systems, fixtures and appliances which the landlord has supplied or is required to supply.
5. If the structure contains four or more dwelling units, provide and maintain garbage containers and waste removal.
6. Supply hot and cold running water and a working heating system at all times.
7. Give 24 hours notice before entering a tenants apartment or home unless it is an emergency.
8. Not abuse their right of access to inspect the premises, deliver packages, or show the apartment to prospective tenants or buyer.
9. Notify the tenant in writing of the owner's name and address and any agent names and addresses before or when the tenant moves in (Landlord tenant and theOhio Law 10).

Landlords cannot

(If landlords do any of the following they can be sued for damages and attorney fees)

1. Shut off utility or other services, change locks, remove doors or windows or threaten to do these or any other unlawful acts in order to evict tenants.
2. Take tenants' personal property to recover possession or past due rent, unless a court has ordered it.
3. Refuse to rent to tenants because of race, color, religion, national origin, citizenship, familial status, sex or handicap (Landlord Tenant and the Ohio Law 11).

Landlords can evict tenants for the following reasons

1. Tenants' failure to pay rent when due.
2. Tenants' false complaints to a governmental agency about housing violations which were really caused by the tenants or guests.
3. The landlords compliance with housing laws would require alteration or demolition of the building which would deprive the tenant of effective use of the premises.
4. The lease has expired.
5. Tenants' violations of important terms of the lease.
6. Tenants' failure to comply with proper notice to correct situations which materially affect health or safety.
7. Tenants' refusal to permit landlords reasonable access to the unit, unless the landlord hasn't given prior 24 hour notice (Landlord Tenant and the Ohio Law 12).

Ending Leases and Eviction Notices Leases

Landlords and tenants can end a lease that isn't in writing by:

1. Month-to-Month lease - 30 days prior to the beginning of the rental period.
2. Week-to-Week lease - 7 days notice (Landlord Tenant and the Ohio Law 13).

NO REASON NEED BE GIVEN A TENANT OR LANDLORD FOR ENDING A LEASE AS LONG AS PROPER NOTICE IS GIVEN THE OTHER PARTY.

Terminations under a written lease must be made according to that lease, but a landlord can't shorten the notice time a tenant is entitled to by law. Even though the landlord does not have to give a reason for ending the lease, a tenant can win an eviction suit by proving the landlord was getting back at the tenant (retaliating) because the tenant tried to organize the other tenants, made honest complaints about conditions, or that the eviction was discriminatory on the basis of race, color, religion, national origin, sex or handicap. A tenant who proves any of these situations can also recover damages and attorney fees (Landlord Tenant and the Ohio Law 13).

Evictions

Landlords must give at least three days of notice before filing a suit for eviction with the court. The tenant does not have to move out in three days, but if the tenant does not move, the landlord can bring a court action called a Complaint in Forcible Entry and Detainer, claiming either that the lease is expired or that the tenant has violated the law or the lease (Landlord Tenant and the Ohio Law 15).

If the landlord and tenant don't reach an agreement and the tenant does not move out, the landlord can file a Complaint with the court. The court will serve the tenant with a Summons, either by certified mail or personal delivery, notifying the tenant when and where to appear in court. The tenant is entitled to five working days between the service of the summons and the date of the trial. Stapled to the Summons will be the landlord's Complaint, usually prepared by the landlord's lawyer, asking the court to order the tenants to leave the premises and to pay any unpaid rent. The Summons also tells the tenants to contact a lawyer or the local Legal Aid Society (Landlord Tenant and the Ohio Law 15).

IF THE TENANT DOES NOT SHOW UP FOR TRIAL ACCORDING TO THE INSTRUCTIONS ON THE SUMMONS, THE COURT WILL PROBABLY ORDER THE TENANT TO MOVE OUT AND PAY WHATEVER RENT IS CLAIMED TO BE UNPAID.

(Landlord Tenant and the Ohio Law 15).

If a tenant has already moved out or is going to move out within a few days, the tenant does not need to show up at the eviction trial. If tenants do not want to argue about their evictions but contest the amount of money that is claimed owed to their landlords, they must file a written Answer. The answer must deny the amount with the Court according to the instructions on the Summons (Landlord Tenant and the Ohio Law 16).

Ordinarily, if the tenants or their attorneys show up and raise questions about the landlord's right to eviction, the judge will postpone the trial for up to eight days or more if the tenant pays a bond to protect the landlord's interest (Landlord Tenant and the Ohio Law 16).

If the tenant fails to appear in court or the landlord wins the trial, the court will order the tenant to move. The tenant still has up to ten days to voluntarily move out, depending upon what the judge orders. If the tenant does not leave voluntarily, the landlord can pay a large fee to the bailiff or sheriff to lawfully remove the tenant from the premises, by force if necessary, and put the tenant's belongings in storage. The tenant must pay all storage costs before the court will release the belongings from the storage. The storage company can also get the court's permission to sell the tenant's property to pay the storage fees (Landlord Tenant and the Ohio Law 16).

Tenant Duties

Tenants must perform the following duties whether or not there is a written lease, unless the landlord specifically accepts the duty. Tenants must obey all applicable laws and housing regulations (Landlord Tenant and the Ohio Law 7).

If tenants don't fulfill their duties, they can be sued for money damages, termination of the rental agreement, and eviction. Sometimes tenants may have to pay their landlords attorney fees (Landlord Tenant and the Ohio Law 7).

1. Pay their rent in full when due.
2. Keep their apartment safe and clean.
3. Get rid of trash and garbage in a safe and sanitary way. Tenants must provide their own trash containers if the structure has three or fewer dwelling units.
4. Keep all plumbing fixtures clean and not stop them up.
5. Use all plumbing and electrical fixtures properly.
6. Not damage the place or allow guests to do so.
7. Keep any appliances like stoves, refrigerators and washing machines in good working order if required by the rental agreement.
8. Not bother other tenants or allow guests to disturb them.
9. Allow the landlord to inspect or show the apartment, deliver large packages or make repairs at reasonable times upon reasonable (24 hours) notice or immediately in case of emergencies.
10. Obey local housing, health and safety codes (Landlord Tenant and the Ohio Law 8).

Rent Escrow

Tenants in Ohio can't simply quit paying their rent because the landlord does not make important repairs. Tenants also cannot simply pay a workman to have repairs done and deduct the cost of the repairs from their rent unless the landlord agrees to this. Instead, in Ohio, tenants must follow a legal procedure called rent escrow. Rent escrow means paying your rent to the clerk of courts rather than to your landlord, so economic pressure is put on the landlord to make needed repairs (Landlord Tenant and the Ohio Law 8).

In order to escrow rent because of a landlords failure to make repairs, a tenant must:

1. Pay rent up to date.
2. Give a written notice to the landlord listing the repairs needed, and send the notice to the place where rent is normally paid. (Make sure to keep two copies)
3. If the landlord does not make the repairs within 30 days or a reasonable time in the case of an emergency, whichever is shorter, the tenant can:
 - a. Escrow rent by depositing it with the clerk of the appropriate municipal or county court.
 - b. Ask the court to direct that the repairs be made, to reduce the rent, and to release some of the money for making repairs.
 - c. End the agreement and move out (Landlord Tenant and the Ohio Law 9).

Because this is a serious legal matter, tenants should consult a lawyer before taking any of these steps (Landlord Tenant and the Ohio Law 9).

Rent escrow remedies don't apply to landlords who own fewer than four rental units and have delivered written notice of this fact to tenants upon moving in (Landlord Tenant and the Ohio Law 9).

Termination

If a landlord doesn't live up to the obligations imposed by law or lease, tenants can terminate the lease and move out after giving the landlord reasonable notice to correct the breach (Landlord Tenant and the Ohio Law 17).

If the conditions of premises are so bad as to make them unlivable, tenants can move out immediately, and own no further rent. In either situation, tenants can recover their security deposits. It's a good idea to report bad conditions to a housing inspector. This gets the tenant an expert evaluation and description of the problem and can keep the landlord from re-renting the dwelling before fixing the problem. Landlords can't retaliate against tenants for making honest complaints to housing inspectors (Landlord Tenant and the Ohio Law17).

The following agencies may be able to assist you:

Springfield Housing Inspector:
76 East High Street
Springfield, Ohio
324-7385

Clark County Welfare Department
1345 Lagonda Avenue
Springfield, Ohio
327-1700

Small Claims Court
50 E. Columbia
Springfield, Ohio
328-3701

Columbia Gas
Gas Leaks
324-5771

United Way Information and Referral Service
323-1400

Clark County Combined Health District
529 E. Home Road
Springfield, Ohio
390-5602

Plumbing Inspection
529 E. Home Road
Springfield, Ohio
390-5607

Municipal Court
50 E. Columbia
Springfield, Ohio
328-3722

Ohio Edison Electrical
322-4911