

# Fair Housing It's Your Right

Fair housing questions or questions related to landlord/tenant rights & responsibilities should be directed to:

**City of Fairborn Fair Housing Office**  
**Fair Housing Advocate**  
44 West Hebble Avenue  
Fairborn, OH 45324  
(937) 754-3060  
TDD: (937) 754-3000

# Landlord/Tenant Rights & Responsibilities Under Ohio Law



**Fairborn Fair Housing Office**  
44 West Hebble Avenue  
Fairborn, OH 45324  
(937) 754-3060  
FAX: (937) 879-7395  
TDD: (937) 754-3000

**For Assistance with  
Landlord/Tenant  
Rights & Responsibilities,  
please contact:**

**City of Fairborn Fair Housing Office  
Fair Housing Advocate**

44 West Hebble Avenue  
Fairborn, OH 45324  
(937) 754-3060  
TDD: (937) 754-3000

**Ohio Civil Rights Commission**

Dayton Regional Office  
(937) 285-6500  
Springfield Regional Office  
(937) 324-7380

**Fair Housing Administration**

1-800-581-FAIR (3247)

**Fair Housing Information Clearinghouse**

1-800-290-1617

**U.S. Department of Housing &  
And Urban Development (HUD)**

1-800-669-9777



**When You Need  
Assistance**

If you need legal assistance:

**Ohio Legal Rights**  
1-800-282-9181

**Xenia Legal Aid Society**  
(937) 372-4472

**Other assistance:**

**Metropolitan Housing**  
Greene County (937) 376-2908

**Greene County Emergency Housing Program**  
(937) 376-3111

**Greene County Children Services Board**

Fairborn (937) 878-1415  
Beavercreek (937) 427-2883  
Xenia (937) 376-7522

**Department of Human Services**

Greene County (937) 376-2951

**Consumer Credit Counseling**

1-800-359-0831

**Ohio Attorney General's Public Action Line**

1-800-282-0515

### Notice of Landlord's Breach of Obligation

This notice is to inform you that, as the owner/operator of the dwelling unit located at:

\_\_\_\_\_  
Street Address                      City                      State                      Zip

you have breached your obligation under the Ohio Revised Code and our rental agreement. The following conditions must be corrected:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Sample

If the necessary steps are not taken to correct the above conditions by \_\_\_\_\_, 20\_\_, I, the tenant at the above address, will deposit my rent money with the Clerk of Municipal Court until the conditions are corrected. The Ohio Revised Code authorizes such action by tenants when an owner/operator of a dwelling unit does not meet the obligations under the Ohio Revised Code. These obligations include compliance with the housing and health codes which materially affect health and safety and maintenance of all facilities and services which were provided at the rented premises when I took the dwelling unit.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date Mailed

### The Ohio Tenant-Landlord Act

The Ohio Tenant-Landlord Act of 1974 outlines the rights and responsibilities of both tenants and landlords. It does not apply to mobile home trailer parks, owner-occupied condominiums, prisons, jails, workhouses/halfway houses, hotels, motels or tourist homes, hospitals/nursing homes, farm residences on two or more acres of land, or school dormitories.

The following information is for reference only. For additional information or specific interpretation of the law, please seek legal counsel.



### Fair Housing & You

The Ohio Civil Rights Act governs the enforcement of the Federal Fair Housing Amendments Act of 1988. This act states it is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap or familial status in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the terms of renting property, or in the provision of real estate brokerage services.

If you suspect you have been discriminated against, contact the Fairborn Fair Housing office or the Ohio Civil Rights Commission.

## The Rental Agreement

A **lease** is a contract of rental agreement. The lease can be written, oral, or implied. In order to better define yours and your landlord's rights and duties under the law, the lease should be negotiated prior to signing.

A lease protects you from indiscriminate rent increases or termination of tenancy. Without a signed lease, rent can be increased or the agreement terminated with only seven days notice, if you rent by the week, or 30 days notice, if you rent by the month.



## Security Deposits

A **security deposit**, collected from the tenant and held by the landlord, serves as an insurance policy against property damage or unpaid rent. An amount equal to one month's rent is a typical deposit, but any amount may be required. If the deposit is in excess of one month's rent and the tenant occupies the property longer than six months, the amount in excess of the monthly rent is entitled to 5% interest per year.

### For example:

If the rent is \$400 and the deposit is \$500, the tenant can collect 5% interest on the \$100 excess. This amounts to \$5 per year.

## Notice of Landlord's Breach of Obligation

Date: \_\_\_\_\_

To: \_\_\_\_\_

Name

Address

City

State

Zip Code

From: \_\_\_\_\_

Name

Address

City

State

Zip Code

Dear Landlord,

Pursuant to our rental agreement and Ohio law, you are hereby notified that I/we intend to terminate our rental agreement over the residential premises at:

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

effective \_\_\_\_\_ date \_\_\_\_\_.

Please make arrangements for a mutually convenient time and date for a final inspection of the condition of said premises, return of keys, and for providing information regarding security deposit for said premises.

Sincerely,  
Your Tenant(s)

Signature(s): \_\_\_\_\_

### Demand for Refund of Security Deposit

Date: \_\_\_\_\_

To: \_\_\_\_\_

Name

Address

City

State

Zip Code

From: \_\_\_\_\_

Name

Address

City

State

Zip Code

Dear landlord:

Sample

Please return my/our security deposit of \$ \_\_\_\_\_ which I/we deposited with you for the dwelling I/we rented from you at \_\_\_\_\_ (address moved from) \_\_\_\_\_ (City) \_\_\_\_\_, Ohio \_\_\_\_\_ (Zip code) \_\_\_\_\_.

You should send my/our security deposit, together with an itemized statement of any deductions from it, to the address provided above, within thirty (30) days from the delivery of this letter.

Sincerely,  
Your former tenant(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

### Inspections

Before signing a lease or paying a non-refundable deposit, the tenant and landlord should inspect the property. Together, they should compile a detailed record of the condition of the property and yard if renting a house. The inspection protects the tenant from being charged for damages he/she did not incur and provides the landlord with a list of defects requiring repair.

The landlord may schedule routine property inspections during your tenancy. However, the landlord must notify you at least 24 hours in advance of his intent to enter and inspect the property.

In case of an emergency, the landlord may enter the property without prior notice.



## Recovering a Security Deposit

After moving out, the tenant has the right to a refund of his/her security deposit, less any damages to the unit and unpaid rent. The tenant is not liable for normal usage or wear and tear to the property.

Prior to moving out, the tenant should give proper notice and include a forwarding address. (A sample form is included at the end of this booklet.) The landlord is required to return the balance of the security deposit within 30 days of the tenant vacating the unit. If the amount returned is less than the full deposit, the landlord must provide an itemized statement of the damages or past due rent.

If the security deposit and statement is not returned to the tenant within 30 days, the tenant can sue for as much as twice the amount the landlord should have paid, plus any fees charged by the tenant's attorney. Please seek legal assistance before going to court.

In order to ensure the security deposit will be returned, the tenant should:

- ◆ Keep rent receipts.
- ◆ Give a minimum of 30 days written notice of the intent to vacate.
- ◆ Correct any damages to the property made during your tenancy.
- ◆ Request the landlord to inspect the property with you. You may want to take pictures and/or have a witness with you during the inspection. Also, use the same checklist when moving out as when you moved in.
- ◆ Return all keys to the landlord and provide him/her with a forwarding address.
- ◆ Record the landlord's full name and business address in case you need to contact him/her in the future.

## Continued: Eviction Process

2. If the tenant does not vacate the premises, the landlord must file a "Forcible Entry and Detainer Notice" with the Municipal Court. The notice must claim the lease is expired or the tenant has violated the law or the lease agreement.
3. The tenant received a court summons at least five (5) days prior to the hearing.
4. The Court hearing is held and a judge rules on the case.



## Summary

### As a tenant, it is important to:

- ◆ Know your rights and responsibilities as a renter.
- ◆ Have a signed lease with the landlord; do a thorough inspection prior to moving in and again when moving out.
- ◆ Keep copies of all rent payments.
- ◆ Understand and comply with the terms of the lease — ask questions and get answers.
- ◆ Maintain the property as if it were your own.
- ◆ Give proper notice prior to moving out.
- ◆ Seek legal assistance if necessary.

If you have additional questions as either a landlord or a tenant, contact the **Fairborn Fair Housing Office** at 754-3060. The staff is also available to mediate landlord/tenant conflicts.

## Landlord Rights & Remedies

A landlord can sue a tenant for money damages, termination of a lease, and eviction from the property if the tenant fails to fulfill his/her duties as outlined by the lease agreement.

A landlord can evict a tenant when:

- ◆ The tenant fails to pay rent when due.
- ◆ The tenant violates important terms of the lease.
- ◆ The lease agreement has expired.
- ◆ The tenant fails to comply with proper notice to correct health and safety violations. (Written notice must be given to the tenant stating specific violations and giving the tenant 30 days to correct the problem.)
- ◆ The tenant refuses to allow the landlord reasonable access to the unit.
- ◆ The tenant files a complaint against the landlord with a governmental agency about housing violations which were actually caused by the tenant and/or guests.
- ◆ The landlord's compliance with housing laws would require alteration or demolition of the building which would deprive the tenant of effective use of the premises.

## The Eviction Process

1. A landlord wanting to evict a tenant must notify the tenant to leave the premises three days or more prior to beginning any court action. The landlord must hand a written copy of the notice to the tenant, send it registered mail, or leave it at the tenant's residence. The notice must contain the following: **"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."**



## Tenant Responsibilities

### A tenant must:

- ◆ Pay their rent in full when due.
- ◆ Keep the property safe, sanitary and clean.
- ◆ Keep plumbing fixtures clean and flowing.
- ◆ Not damage the property or allow guest to do so.
- ◆ Keep appliances in working order, outlined by the lease.
- ◆ Allow the landlord to inspect or show the property, or make repairs with at least 24 hours notice, immediately in case of an emergency.
- ◆ Comply with all local housing, health, and safety codes.

## Tenant Rights & Remedies

If your landlord does not comply with his/her obligations, you have a right to escrow your rent with the court. You do not have the right to stop paying rent. If you stop paying rent, it voids your protection under the law. In order to escrow rent, a tenant must:

- ◆ Pay rent up to date.
- ◆ Provide written request for the required repairs. A sample form is included with this booklet.
- ◆ If the landlord fails to make the repairs within 30 days or within a reasonable time in case of an emergency, the tenant can:
  1. Escrow rent by depositing it with the Clerk of the appropriate municipal or county court.
  2. Ask the court to direct that repairs be made, to reduce the rent, and to release some of the money for making repairs.
  3. Terminate the lease and move out. In this case, the security deposit should be returned in full.

A tenant should seek legal assistance with escrowing rent. NOTE: Rent escrow is not available if a landlord owns fewer than four rental units and delivers written notice of this fact to the tenant upon moving in.

## Landlord Responsibilities

### A landlord must:

- ◆ Assure the property complies with all building, housing, and health codes which significantly affect health and safety. Most communities have housing inspectors who can inspect conditions and cite landlords for violations, condemn property unfit for habitation, and prosecute landlords who refuse to comply with housing code requirements.
- ◆ Make all necessary repairs to make the property livable. This includes keeping electrical, plumbing, and heating and ventilation systems in good working order.
- ◆ Supply adequate hot and cold running water and heat at all times.
- ◆ Keep all common areas in the building or on the grounds safe and sanitary.
- ◆ Give at least 24 hours notice before entering your apartment or house except in the case of an emergency. A landlord may not abuse the right of access to inspect the property, deliver packages, or show the property to prospective tenants or buyers. Landlords **may not** enter without proper notice and **can be** held responsible for any damages or injuries caused by their trespassing.

### A landlord cannot:

- ◆ Shut off utilities or other services, change the locks, remove doors or windows, or threaten to do any unlawful act in an attempt to evict a tenant.

### Continued: A landlord cannot:

- ◆ Prevent a tenant from exercising their rights as a tenant by increasing the rent, decreasing services, bringing or threatening to evict because of a complaint against him/her or to the city about a code violation or because of participation in a tenants' union.
- ◆ Enter an apartment or house whenever he/she wants or repeatedly demand to enter even though proper notice has been given.
- ◆ Refuse to rent to tenants because of their race, color, religion, national origin, citizenship, sex, familial status, or handicap.

If a landlord does any of the above, he/she can be sued for damages and forced by court order to restore utility services, remove padlocks, return tenants' property, or rent to the person previously discriminated against. Punitive damages can also be assessed against a landlord who deliberately or maliciously violates the law.

