



Landlord-Tenant Law

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What We're Covering Today

- What cases to refer to Legal Aid
- Landlord Duties
- Tenant Duties
- Repairs / Rent Escrow
- Evictions- Second Cause
- Security Deposits
- FAQs peppered throughout.

When Should I Refer the Tenant to Legal Aid?

- When a Tenant is being evicted and has court papers, and there are at least two-business days before the court date.
 - If the tenant has subsidized housing, an LASC staff attorney can review that eviction case
 - If the tenant has private housing, volunteers with the Volunteer Resource Center will review the case.
 - If there is a defense, VRC refers to Tenant Advocacy Project (TAP)
 - If there is no defense, VRC refers to mediation.
- If less than 2-business days before their eviction court date, you can refer the tenant to TAP at court.

When Should I Refer the Tenant to Legal Aid?

- When a Tenant is struggling with unaddressed conditions problems.
- When a Tenant has gotten a notice from Columbus Metropolitan Housing Authority proposing to terminate their Section 8 Voucher or has a question about the notice.
- When a Tenant wants to get their eviction sealed.
- When a Tenant wants a reasonable accommodation

Landlord and Tenant Duties

- The relationship is governed by the terms set forth in the lease. The parties need to follow the terms in the lease.
- There are also duties imposed by Ohio Landlord Tenant law. ORC 5321.04 and 05.
- Parties are bound by both the lease and the statutory duties.
- If there is a conflict between the lease and the duties in the ORC, the statutory duties prevail.

Landlord Duties

- Ohio Revised Code 5321.04 lists the duties:
 - Make sure the property complies with city/building/health codes that affect health and safety.
 - Make repairs to keep the premises in a fit and habitable condition.
 - Keep all common areas safe and sanitary, including providing dumpsters for buildings with four or more units.
 - Maintain in a good and safe working order all electric, plumbing, heating, sanitary and air conditioning that has been supplied by the landlord.

Landlord Duties (Continued)

- Supply running water and reasonable supply of heat at all times (unless it is within the tenant's control and supplied directly by a public utility).
- Give tenant reasonable notice of intent to enter the property, unless it is an emergency (e.g. gas leak) -- this is usually 24 hour notice.
- Only evict following the process in Ohio Revised Code 1923. No self-help evictions (e.g. lock-outs, shutting off the utilities).

Tenant Duties

Ohio Revised Code 5321.05 lists the duties:

- Keep apartment safe and sanitary
- Dispose of garbage/waste in a clean and safe manner
- Keep plumbing fixtures as clean as their conditions permit
- Use all fixtures properly
- Comply with tenant responsibilities under health and safety codes
- Don't intentionally or negligently destroy the property
- Take good care of the appliances supplied by the landlord
- Don't disturb the neighbors
- Don't break the law on the property

FAQ: Does the landlord have a duty to give me a receipt when I pay rent?

- Unfortunately there is no obligation found in Ohio's landlord-tenant law for landlords to provide a receipt. Therefore the tenant must work to create a record of each payment.
- Some ideas include mailing the payment with a certificate of mailing after photocopying it, paying with a personal check or a bank money order (as opposed to a store-purchased money order that can be hard to track), having a witness or taking a video of a cash payment.

FAQ: My Landlord is entering my apartment without notice, harassing me, making suggestive comments, discriminating against me. What can I do?

- Per ORC 5321.04(A)(8) and (A)(10), a landlord is supposed to give a tenant 24-hour notice of the intent to enter before entering, unless there's some sort of emergency.
- A good practice is for the tenant to first advise the landlord in writing to provide such notice. If the problems continue or are severe enough, a tenant can seek actual damages resulting from the entry or demands, injunctive relief to prevent recurrence of the conduct, attorney's fees, or may terminate the rental agreement.
- Tenants who fear for their safety should call the police.
- Victims of discrimination can file a complaint with the Ohio Civil Rights Commission.

FAQ: My landlord has kept the utilities in his name and just tells me how much I owe each month. I think the amounts are too high. Do I have a right to see the actual bills?

- The duty as to who is responsible for each utility is generally set out in the lease.
- Some landlords keep the utilities in their own name and won't show the tenant the actual bills. The tenant may not have any right to see those bills.
- If the tenant feels the bill is high because of the landlord's refusal to fix something (e.g. water bill is high due to a leak) the tenant should give written notice to the landlord of the leak, and keep a copy of the written notice. This will be helpful should the tenant need to use the rent escrow process.
- The tenant can also ask the utility company for a copy of the bill, but the utility company may not be willing to share it.



Rent Escrow:
Getting the landlord to make
repairs

FAQ: How do I get my Landlord to Make Repairs?

The process is laid out in ORC 5321.07-10. The tenant needs to:

- 1) Give written notice to the landlord of the conditions problems
- 2) Wait a reasonable period of time (no more than 30 days) for the landlord to make repairs
- 3) Stay current in rent.
- 4) If the repairs aren't made the tenant can either terminate the lease or start a rent escrow account with the municipal court. The tenant then pays rent to the court each month until the repairs are made.

Asking Columbus Code Enforcement (dial 3-1-1) to do an inspection can corroborate the existence of the problems and add a layer of pressure on the landlord to make repairs.

*** The Legal Aid Society of Columbus has a rent escrow project designed to help tenants with this process from start to finish. Please encourage tenants to contact our office for help.

FAQ: I can't take it anymore.

Instead of rent escrow, I want to terminate the lease.

What should I do?

- If the tenant has (1) given the landlord notice in writing about the need for repairs, and (2) waited a reasonable amount of time and repairs have not been made, the tenant can send a second letter to the landlord which says: *“Since you have not made the repairs I requested, I am terminating the lease. I will be moving out and returning my keys on [date]”*.
- Keep a photocopy. Send with certificate of mailing.
- Tenant should not be responsible for paying rent for any time after they vacated the rental property.

FAQ: I called 3-1-1 and Code Enforcement found 15 different Code violations. Now the Landlord isn't taking my rent and filed an eviction for non-payment. What can I do?

- Bad Landlords sometimes respond to Code Violations by filing retaliatory evictions with fabricated grounds.
- Retaliation is prohibited and is a defense to eviction.
- Also, under ORC 1923.15, the Tenant can file a motion asking the Court to order that the Code Violations be corrected, or, if the tenant is leaving, to prohibit the landlord from re-renting the property until all housing code violations are corrected.
- *** Please refer these cases to Legal Aid!

***FAQ: I am moving out of my rental unit.
What should I do?***

Tenants moving out should

- 1) Remove all belongings and then clean the apartment, including the inside of the oven and refrigerator.
- 2) Document the condition the unit was left in. Tenants can take videos or photos of each room, or offer to walk through with the manager after the apartment is emptied and cleaned, and ask for a move out checklist.
- 3) Get a receipt when returning the key, which is the official act of returning possession.
- 4) Provide a forwarding mailing address to the landlord (somewhere where the landlord can mail the security deposit).

FAQ: I am in a one-year lease. The place is fine, but I want to move to be closer to my job. What happens if I break my lease early?

- The main possible negative consequence is that the landlord could sue the tenant for the balance of the lease term.
- So if there are four months left on a lease, the landlord could potentially get a money judgment for four months of rent.
- Landlords don't always bother to do this, especially if the tenant will be difficult to collect from. Landlords are less likely to sue if the tenant gives advance notice about moving out.
- Landlords have a duty to mitigate their damages and need to make efforts to re-rent the property and cannot collect duplicate rent if they get a new tenant.



Eviction Process

Steps to Eviction Court

- Before filing an eviction, a Landlord must first give Tenant a Three-Day Notice To Leave the Premises. (NTLP) (O.R.C. 1923.04)
 - Can be hand-delivered, sent by certified mail, or left at the premises.
 - If tenant vacates within the three-day period then no eviction can be filed.
 - Notice must contain the following language printed or written in a conspicuous manner: *“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.”*
- If tenant does not leave, then landlord can file an eviction complaint (“forcible entry and detainer action”) with the Municipal Court.
 - The eviction hearing will usually be scheduled for 2-3 weeks from the date the eviction is filed.
- Tenant will be served with court papers. The date of the hearing will be on the summons sheet attached to the Complaint.

Eviction Court – 9:00 a.m. Courtroom 11A at 375 S. High St.

- On arrival parties should tell bailiff they are present . (Bailiff sits to the left of the judge’s bench) and then wait in the courtroom for their case to be called.
- Continuances – discretionary up to RC 1923.08
 - In Franklin Municipal Court a Tenant will usually be given one 7-day continuance to seek counsel, but this is discretionary.
- Standard hearing questions for non-payment of rent eviction:
 - Did you receive this notice to leave?
 - Were you behind in your rent when you received this notice?
 - Are you behind in your rent now?
 - Are you still living there?
 - Do you have anything else you would like to say?
- Tenant should request continuance *before* answering these questions.

Some Common Defenses

- Notice Problems: Landlord did not give a 3 day Notice to Leave Premises (NTLP). Notice did not have required language. Landlord did not wait 3 full days after serving the NTLP before filing the eviction action.
- Acceptance of Rent: If landlord serves 3 day NTLP and then accepts rent that could only be applied to future rent, the NTLP is waived and the case should be dismissed.
- Unauthorized Practice of Law: If Plaintiff is a corporation, LLC, or partnership, a Complaint signed by non-attorney should be dismissed.
- Pattern & Practice of Accepting Late Rent: EG: Lease says rent is due on the 1st but Landlord has pattern of accepting it on the 15th. Landlord cannot suddenly evict for late payment on 15th unless he first tells Tenant he expects strict compliance (payment on the 1st) going forward.
- If reason for eviction is violation of tenant duty under ORC 5321.05 that affects health and safety, Landlord may have to give the tenant a 30 day notice to cure the violation, before filing the eviction. See R.C. 5321.11

FAQ: I just got a Notice To Leave the Premises for non-payment of rent. I lost my job and won't be able to pay it. How soon before I will be set out?

- The short answer is that if the landlord does everything as quickly as possible, the tenant has about 30 days before being set out.
- Monday, Dec. 10, 2018: December's rent, due the 1st of the month, hasn't been paid. The Landlord tapes a Three-Day Notice to Leave the Premises on Tenant's door with grounds "non-payment of rent".
- The Landlord has to wait 3 full days (Tuesday, Wednesday, Thursday) before filing an eviction complaint at Franklin Municipal Court . In this case, Friday December 14th is the earliest day the landlord can file.
- Friday December 14th : Landlord files eviction complaint. Hearing is set for two weeks out, Friday, December 28th.

- Friday, December 28th: The tenant shows up for the hearing and tells the magistrate that he is trying to find an attorney to help him. The Magistrate continues the hearing for one week (until Friday, January 4th) so that the Tenant can try to get an attorney
- Friday, January 4th: The tenant is evicted for nonpayment of rent. The Landlord purchases a red tag and posts it on the Tenant's door.
- Wednesday, January 9th: (Bailiff Sets Out Tenant) Five days after posting the red tag the bailiff supervises as the tenant's belongings are set outside the apartment.
- Summary: It took a little over 4 weeks from the Notice to Leave to the set out.
- If tenants can vacate before the hearing, the eviction can be dismissed as moot, which may look better to future landlords.

Eviction- Second Cause of Action

- Landlord (Plaintiff) seeking money damages for:
 - Back rent
 - Damages to property
 - Late fees
 - Other charges, e.g. utility bills owed by tenant but paid by landlord

Eviction- Second Cause of Action

- Written answer must be filed within 28 days of service of summons
- If tenant believes the landlord owes them money, tenant can also file counterclaims (\$20 filing fee).
- If no answer filed, landlord can move for default judgment on second cause claim
- Hearing scheduled after disposition of First Cause of Action (Eviction Hearing)
- Second Cause assigned to judge for trial
- Resolving the Eviction claim does not necessarily resolve the money claim.

Quick Tips for Tenants

- Get receipts for everything paid
- Get all agreements outside lease in writing
 - Work for rent
 - Rental compensation/reduction
- Keep notes of conversations with landlord, including dates and topics

Security Deposits



- ORC 5321.16 advises that the landlord has thirty days from the day that the tenant returned the keys to return the security deposit or to give a written accounting of how that deposit has been applied.

Permissible Uses of Security Deposit

- Can be used to cover unpaid rent or utilities, or other unpaid fees due under the lease.
- Can be used to pay for damage to the property that go beyond “normal wear and tear”.
 - (Routine carpet cleaning, repainting, and cleaning are “normal wear and tear”)
- If not returned, Tenant can sue Landlord for the deposit in small claims court.
- Can sue for double the amount wrongfully withheld and request reasonable attorney fees.

Advice for Someone Seeking Security Deposit

- Make sure landlord has been provided with a forwarding mailing address where the deposit can be sent.
- If tenant has waited 30 days since vacating, tenant should mail letter to Landlord requesting return of deposit and providing a mailing address.
- Tenant should keep a photocopy of the letter and send it with a certificate of mailing.
- If Landlord still doesn't respond the tenant may sue in small claims court for twice the amount of the deposit. Attorneys helping such tenants can be awarded attorney's fees.
- Legal Aid may take or refer these cases. Also the Franklin County Small Claims Court website has instructions.

Questions?

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To apply for our assistance: (614) 241-2001