

For Additional Information Contact:

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Non-Local Phone: (866) 411-3472
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City of Ashtabula

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Note: This brochure is intended for general information purposes only and does not constitute legal advice. If you need legal advice please contact your local Bar Association, Legal Aid Society or a private attorney.

KNOW YOUR RENTAL RIGHTS!



Rental Information Line

Local: (440) 392-0147
Fax: (440) 392-0148
Non-Local: (866) 411-3472
www.FHRC.org

RIGHTS & DUTIES

A Landlord has the Duty to:

1. Keep the premises in a fit and habitable condition.
2. Keep the common areas in a safe and sanitary condition.
3. Comply with building, housing, health, and safety codes.
4. Maintain in good working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, fixtures, appliances and elevators supplied by the Landlord.
5. Supply running water and reasonable amounts of hot water and heat, unless they are supplied by an installation which is under the exclusive control of the tenant and supplied by direct public utility connection.
6. Provide garbage cans and arrange for trash removal (if the landlord owns four or more units in the same building).
7. Give at least 24 hour advance written notice, unless it is an emergency, before entering a tenant's unit.
8. Promptly begin eviction proceedings when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household, or tenant's guest, occurring in or connected with the tenant's premises.

A Tenant has the Duty to:

1. Keep the premises safe and sanitary.
2. Dispose of garbage in a clean, safe, and sanitary manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Properly use and operate all electrical and plumbing fixtures.
5. Comply with all applicable state and local housing, health and safety codes.
6. Refrain personally and forbid guests from intentionally or negligently damaging or removing any fixture, appliance or other part of the unit.
7. Maintain in good working order any appliances sup-

plied by the landlord and required to be maintained by the tenant under the terms of a written rental agreement.

8. Conduct himself/herself and guests in a manner that does not disturb any neighbor's peaceful enjoyment of the premises.
9. While in the unit, conduct himself/herself and guests so as not to violate prohibitions in R.C. §2925—Drug Offenses or §3719—Controlled Substances, or similar controlled substance prohibitions listed in municipal ordinances.
10. Not unreasonably withhold consent for the Landlord to enter the unit to make repairs or inspections, provided the landlord gives the tenant reasonable advance notice and enters the premises at a reasonable time.

Getting Repairs & Escrowing Rent

A landlord may be held accountable for duties under either the Ohio Landlord Tenant Law, the local housing codes, the rental agreement, or if there are any conditions which "materially affect health and safety."

If a landlord does not meet his/her duties, then the tenant may give the landlord a written notice of the conditions which need to be corrected. This notice must be delivered to the person or at the place where the tenant normally pays rent. The tenant should keep a copy.

If the landlord fails to remedy conditions within a reasonable time, not to exceed 30 days, then the tenant may: 1) Deposit the rent with the Clerk of Court if the need for repair affects health and safety; 2) Request the court to order the repairs made; or 3) Terminate the rental agreement.

Right of Access

A landlord must provide 24-hour advance notice prior to entering a tenant's unit unless the entry is for emergency purposes. Landlords may not enter in an unreasonable manner or make repeated requests for entry which have the effect of harassment. Tenants may seek injunctive relief from the courts when landlords abuse the right of access. However, once a landlord gives 24 hour notice, tenants cannot unreasonably withhold access to the unit.

KNOW YOUR RIGHTS

FAIR HOUSING IS THE LAW

TERMINATING A RENTAL AGREEMENT

Month-to-Month

A landlord or tenant may terminate a month-to-month tenancy by giving a full thirty (30) days notice to the other party of the intent to terminate.

Lease

A written rental agreement (lease) normally specifies the method of termination or renewal. If termination or renewal is not specified, then the agreement ends on the date in the agreement and either party must give thirty (30) days notice of the intent to terminate before the ending date.

Tenant Violation

A landlord may give a tenant notice that he/she is not complying with the requirement imposed on the tenant by the Landlord Tenant Law, and request the tenant to correct the condition within thirty (30) days. Generally, a landlord may only terminate a tenancy for a violation of tenant's duties that materially affect health and safety.

Landlord Violation

A tenant may give a landlord notice to comply with a duty imposed on him/her by the Landlord Tenant Law, the rental agreement, or the local building, housing, health or safety codes, and request that he/she correct the condition(s) within 30 days. (See Getting Repairs & Escrowing Rent)

Lease "Breaking"

If a tenant moves before the end of a lease, he/she may be held liable for rent due under the agreement until the unit is re-rented.

Public Housing/Subsidized Housing

Termination of a tenant who resides in Public Housing or subsidized housing is handled differently. Contact a Housing Counseling agency or Legal Aid for advice and assistance.

Eviction

A Landlord may bring an eviction action against a tenant (also known as Forcible Entry and Detainer) for many reasons but the most common reason for an eviction is failure to pay rent.

To bring an eviction action, the landlord must first serve the tenant with a written three (3) day Notice to Vacate. This notice can be served via: U.S. mail, personal service, and/or leaving it at the tenant's residence.

If the tenant does not move out after three days, the landlord may file an eviction action with the local Clerk of Court. The Clerk will schedule a hearing, and the tenant will receive a summons and complaint from the Court at least five days before the hearing. The time between filing and the hearing is usually between 2-3 weeks.

At the hearing, the landlord and tenant will present their evidence in support and in defense of the eviction action and the Court will make a decision.

The eviction process is generally a two hearing process. During the first hearing, the Court decides whether a tenant may stay in possession of the unit, or has to leave the unit. If a tenant is forced to leave, the Landlord is issued a Writ of Restitution which is a court order allowing the Landlord to receive possession of the property at a specified date in the future. If there is an issue regarding money damages and a request was made in the initial complaint, the court will schedule a second hearing to determine what monies are owed to the landlord and the tenant.

Note: For more details on filing or defending an eviction, please consult an attorney. If you cannot afford an attorney, call the Fair Housing Resource Center at (440) 392-0147, or Legal Aid at (440) 352-6200 for assistance.

Retaliation is Prohibited



The Ohio Landlord Tenant Law forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, or evicting, or threatening to evict, a tenant who has: 1) complained to a governmental agency regarding code violations that materially affect health and safety; 2) complained to the landlord about fulfilling his/her duties; or 3) joined a tenant organization.

Rent Increases and Late Charges

There is no rent control in Ohio, except in subsidized housing programs. In the case of a month-to-month agreement, landlords must give a full thirty (30) days notice before raising the rent. In the case of lease, landlords may not raise the rent during the term of the lease agreement.

A landlord may not assess a tenant a fee for late payment of rent without a written agreement between the parties that permits the fee.



Security Deposit

The Ohio Landlord Tenant Law permits a landlord to collect a security deposit to cover the costs of any unpaid rent or damages to the property that are beyond normal wear and tear.

A security deposit is any amount of money or property which a tenant gives to a landlord to "secure" performance by the tenant under the rental agreement. This could include last month's rent paid in advance or a pet or key deposit. If the total security deposit is more than one month's rent, and the tenant stays more than six (6) months, the landlord must pay interest on the amount that is greater than one month's rent at a rate of 5% per year.

The landlord is required to return the security deposit to the tenant within thirty (30) days after termination of the rental agreement and delivery of possession (returns keys). The landlord must provide a written, itemized list of any costs for repairs or unpaid rent that are deducted from the security deposit. Also, a tenant is required to provide the landlord with a forwarding address to which the security deposit and/or written itemization may be sent.

If a landlord retains the tenant's security deposit after thirty (30) days and the tenant has provided the landlord with a forwarding address, the tenant may bring an action against the landlord for: 1) the portion of the security deposit that has been wrongfully withheld, 2) statutory damages equal to the amount wrongfully withheld, and 3) reasonable attorney's fees.

Termination of Utilities or Lockout

A landlord is prohibited from attempting to recover possession of the premises by terminating the utilities, changing the locks, or any other actions. These prohibitions also apply even if a tenant's right to possession has terminated or the tenant has vacated, but continues to store property at the unit.

A landlord may recover possession of the unit if a tenant surrenders the unit. The key factor here is whether the tenant has surrendered the premises.

Note: Abandoned property only occurs when it is shown there is an intention to abandon the property and an act implementing the intent.

Foreclosure of a Mortgage on Tenant Occupied Property

There are protections for tenants whose landlords are in foreclosure. For information on these rights, please visit www.FHRC.org.

Fair Housing Practices Required

Federal, state, and local laws prohibit housing discrimination on the basis of race; color; religion; national origin; sex; disability; families with children and in Ohio, military status.

Discrimination is often subtle and many times individuals don't realize that they have been a victim of housing discrimination. Thus, many incidences of housing discrimination go unreported.

Basically, housing providers cannot discourage you from seeing a property because of the neighborhood's racial composition. Statements such as "You wouldn't feel comfortable living here" or "This isn't your kind of neighborhood" violate fair housing laws. Falsely stating property is unavailable when in fact it is still available to rent, is another form of housing discrimination. A requirement that families live in certain buildings or claiming the neighborhood is "quiet" may also violate fair housing laws.

You have the right to live in the housing of your choice, free from discrimination.

If you have been refused housing or have questions regarding discrimination, please call the Fair Housing Resource Center at (440) 392-0147.

