



CENTER FOR
STUDENT LEGAL SERVICES

**OVERVIEW OF OHIO LANDLORD-TENANT LAW
RIGHTS AND DUTIES OF LANDLORDS AND
TENANTS**

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WHO WE ARE

The Center for Student Legal Services is a non-profit law office that provides a variety of services for Ohio University Students, ranging from full lease / contract reviews and conflict mediation to legal advice and representation for identity theft, internet fraud, alcohol issues, security deposit disputes, off-campus housing conditions / housing discrimination, misdemeanors and more.

CSLS is supported entirely by a \$15.00 per semester fee applied to the Ohio University e-bill, which grants students unlimited access to our services. Students wishing to re-enroll in our program (if they waived the fee) can register by downloading the re-enrollment form online by visiting our website at:

www.studentlegalrights.org.

INTRODUCTION

The purpose of this handout is to make you aware of your rights and responsibilities as a tenant and to provide an overview of Ohio Landlord-Tenant Law. Ohio's Landlord-Tenant Law is found in Section 5321 of the Ohio Revised Code. Ohio's eviction law is found in Section 1923 of the Ohio Revised Code.

The information in this handout is not a substitute for legal advice and is for educational purposes only. If you are an Ohio University student and you have any specific questions regarding your rental situation, call the Center for Student Legal Services at (740) 594-8093.

Note: Non-students and low income families who have questions related to landlord-tenant law can contact Southeastern Ohio Legal Services at (740) 594-3558.

LEASES

What is a lease?

A "lease," also known as a "rental agreement," is a written legal contract between the landlord and the tenant specifying the terms of the rental agreement. Most tenants sign written lease agreements. Some tenants never sign a written agreement, which means they have an oral agreement. Oral lease agreements are valid in Ohio and the tenants have many of the same rights as tenants who signed a written lease, though oral leases are often of a shorter duration, such as one month.

What provisions or terms should a written lease contain?

- A property description and/or address
- Names of the landlord and tenant(s)
- Landlord's address (and email address, if available)

- Duration or term of the lease (the date the tenant moves in and moves out)
- Rental payment amount and due date(s) for rent
- Amount of rent and any “late charges” associated with late payments of rent
- Responsibilities for maintenance of the rental unit
- Landlord’s rules and regulations
- Tenant’s rights and responsibilities
- Sublease provisions (your right to assign the lease)
- Maintenance responsibilities
- Security deposit
- Whether the utilities are included in rent payments
- Use of laundry and recreational facilities

What does “joint and several liability” mean?

A joint and several liability clause in a lease means that each tenant is fully and independently liable to the landlord for all expenses associated with the rental unit. This type of liability gives the landlord the flexibility to hold each of the tenants fully responsible for rent, utilities, damages, etc. regardless of which individual may be responsible. Most leases with more than one tenant contain a joint and several liability clause. In short, you may be liable for payment of your roommate’s portion of rent as well as your own if he or she does not pay it.

How much can my landlord charge for a security deposit?

A landlord is permitted to request a security deposit of any size. If the landlord keeps the deposit for at least six months, you must be paid interest on any part of the deposit which exceeds one monthly rental payment, though accumulated interest amounts may be modest. The deposit may be kept by the landlord when you move out for any unpaid rent or for damages done to the rental property.

What if I pay rent with my student loan overage check?

Many students use their student loan overage checks to pay their rent. Be sure to understand your rental due dates per your lease agreement and know that you can afford to make your rental payments on time. If your landlord will agree to accept your rental payments when you receive your student loan overage check, be sure to get this agreement in writing. Also, be sure to clarify whether or not you will still be charged any additional rent or late fees if the payment is made after the due date. Additionally, remember that some landlords may charge all tenants late fees if one tenant pays late. Beware of verbal promises.

What if my lease contains an illegal or unenforceable provision?

Some leases may contain provisions which are generally forbidden by law. Just because one clause of the lease is unenforceable because it is illegal does not mean the whole lease is void. **You should consult an attorney at the Center for Student Legal Services if you have concerns about the legality of the terms of your lease.**

ROOMMATE OR CO-TENANT AGREEMENTS

When you sign a single lease agreement with another individual or several others, you are considered co-tenants.

While the lease agreement controls your relationship to the landlord, co-tenants can enter into agreements with one another that reflect their responsibility to each other during the lease agreement in a way that is different from the “joint and several liability” that will be imposed by most leases. For example, a Co-Tenant Agreement can clarify who is responsible for paying the late fees if one tenant is late or what will happen if one tenant wants to move out prior to the end of the lease.

Entering into a co-tenant agreement will not modify your liability to the landlord, but it will serve to document what your responsibilities are to each other.

For more information on Roommate/Co-Tenant Agreements, see the [HOUSING PUBLICATIONS](#) section of our website under [RESOURCES AND DOWNLOADS](#).

MOVING IN

- Upon move-in, take thorough photographs or video of your apartment to document its current condition.
- If possible, do a walk-through inspection with your landlord at the time you move in and complete a move-in checklist. That checklist may be provided by the landlord or found on our website. This list should accurately reflect the current condition of the home and may be used by you or the landlord as evidence if there is a dispute over alleged damage to the property. Give a copy of this checklist to your landlord and keep a copy for your records.
- If there are items that need to be repaired or cleaning that should have been done at the time you take possession, make a written request to the landlord and keep a copy for your records.
- Be careful if the landlord promises to pay you or reduce your rent if you make repairs. Make sure that the amount to be paid or reduced from your rent is in writing. Anything that is written will protect you because it is difficult for the landlord to deny something that is in writing.
- Oral agreements are not recommended. If oral agreements are made, try to have a witness who could testify later as to what was said. It is best if the witness is not a relative or close friend, but someone neutral like a neighbor or a member of a tenant’s union.

LANDLORD’S RESPONSIBILITIES

A landlord must:

- Supply the tenant in writing with the landlord’s name and address;

- Comply with all building, housing, and health codes which significantly affect health and safety;
- Make all repairs necessary to make the house or apartment liveable;
- Supply adequate hot water and heat at all times (tenant may have to pay for utilities);
- Keep all electrical, plumbing, and heating and ventilation systems in good-working order;
- Keep all hallways and stairways safe and sanitary; and
- Provide 24 hours' notice before entering your rental property. A landlord cannot walk in for any reason without proper notice unless it is an emergency. Except for an emergency, a tenant may refuse to admit the landlord if proper notice has not been given.

A landlord cannot:

- A landlord is not permitted to shut off utilities, change the locks on an apartment, or threaten a tenant with any of these acts in order to make a person move out of the premises.
- A landlord cannot harass a tenant by repeatedly demanding to enter an apartment or by entering at unreasonable times of the day.
- A landlord is not permitted to remove any property belonging to a tenant from a dwelling without a proper court order.

TENANT'S RESPONSIBILITIES

What are my responsibilities as a tenant?

As a tenant, you must:

- Pay your rent on time;
- Keep your rental property safe and sanitary;
- Dispose of trash and garbage in a sanitary manner;
- Keep all appliances that the landlord provides in good-working order;
- Keep all electrical and plumbing fixtures clean and use them properly;
- Do not damage the apartment or permit your guests or visitors to do so;
- Do not disturb other tenants;
- Except with good reason, permit your landlord to enter your apartment if they give you at least 24 hours' notice; and
- Make certain that you, your family, or guests do not violate Ohio's drug laws.

EVICTION

What is an eviction?

An eviction is the legal process by which a landlord can ask a tenant to move if the tenant is not complying with the terms of the lease or the tenant's responsibilities under Ohio's landlord-tenant law. The first step is providing the tenant an eviction notice, also known as a "Notice to Leave Premises." If the tenant does not voluntarily leave, the landlord may file an eviction complaint against the tenant in court and seek a court order requiring the tenant to move.

What are the reasons my landlord can evict me?

Your landlord can evict you for the following reasons:

- If you do not pay your rent in full by the due date;
- If you do not move at the conclusion of your lease term;
- If you violate a lawful term of your lease; and/or
- If you do not have a written lease, your landlord gives you proper notice to move and you stay past the deadline.

A landlord must give at least 3 days notice for non-payment of rent, but 30 days notice may be required for other infractions. Additionally, at the time of eviction, a landlord may ask for compensation, such as damages or future rent. You must file a timely response to these claims or you may be expected to pay the amount requested by your landlord.

If you believe you are at risk of eviction, contact the Center for Student Legal Services immediately. Non-students should seek other legal guidance, such as those offered by Southeastern Ohio Legal Services. Eviction actions are designed to move quickly and there are important deadlines. It is important that you consult with an attorney as soon as possible. The eviction complaint may also ask for money damages against the tenant. You may possibly be held liable for past or future rent due. Talk to an attorney and file an answer.

What can I do to protect myself?

- Request a receipt when you pay rent. If possible, do not pay your rent in cash. If you must pay with cash, be sure to take a witness with you when you make your rental payment.
- Beware of verbal promises from your landlord. If your landlord promises you something that is not in the lease, request that the landlord put that agreement in writing.
- Keep documentation of communications with your landlord.

WHAT A TENANT CAN DO ABOUT PROBLEMS WITH THE CONDITION OF THEIR RENTAL PROPERTY

What can I do if there are problems with the condition of my rental property?

If you are experiencing problems with the condition of your rental property, you must notify your landlord of the problems in writing as soon as possible. Obtain proof that you delivered this notice and keep a copy of the letter for your records. In addition, take pictures or video of the problem you are experiencing in case you need to prove that the problem existed. A landlord is required to conduct the necessary repair within a reasonable time of receiving notice of the problem. Generally, a “reasonable time” is approximately thirty (30) days unless the issue is urgent.

What if my landlord does not fix the problems after I provided written notice?

If you have provided written notice and your landlord has not taken any steps to resolve the problem within a reasonable period of time, you have the right to deposit your rent with the Athens County Municipal Court through a process known as “rent escrow.”

What must I do in order to be eligible to deposit my rent with the court, also known as rent escrow?

You must do the following:

1. Provide written notice to your landlord of the problem(s);
2. Allow the landlord reasonable time (usually at least 30 days except in the case of urgent repairs) to address the problem;
3. You must be current in your rental payments; and
4. You must pay your rent on or before your rental due date.

Can I stop paying my rent if the landlord does not make needed repairs?

No. You do not have a legal right to stop paying rent because there are problems with the condition of your property. If you follow the steps described above, you may have the right to escrow your rent, but not paying your rent while you are living in the rental property is not a legal way to handle the problem.

MOVE OUT / SECURITY DEPOSIT RETURN

How do I get back my security deposit at the end of my lease?

To ensure that you get back the security deposit money that you are entitled to, you should do the following:

1. At move out, thoroughly clean your apartment, remove all trash and personal belongings, and return all keys and parking passes (if applicable) to the landlord. It is appropriate to **request a receipt** when returning these items.

2. Take thorough photographs and/or video of your apartment to document the condition.
3. Provide your landlord with written notice of your forwarding address so that your security deposit can be returned. Keep a copy of this for your records. To view a sample letter, see our [SECURITY DEPOSIT PACKET](#) in the [HOUSING PUBLICATIONS](#) section of our website under [RESOURCES AND DOWNLOADS](#).

When is my landlord required to return my security deposit?

Once you have moved out, returned the keys, and provided your landlord with a written forwarding address, your landlord has 30 days in which to return your security deposit or provide you with an itemized statement explaining why any portion of that security deposit has been kept. If you do not receive your security deposit or an itemized statement within 30 days, Ohio Landlord-Tenant Law entitles you to file a complaint for your security deposit, damages, costs, and attorney fees.

If you have not received your security deposit within 30 days, we advise students to send a letter to their landlord demanding it. This is often the most efficient means of resolving the issue and getting your money back. To view a sample letter, see our [SECURITY DEPOSIT PACKET](#) in the [HOUSING PUBLICATIONS](#) section of our website under [RESOURCES AND DOWNLOADS](#).

Why can my landlord withhold money from my security deposit?

Landlords are entitled to withhold money from a security deposit for legitimate expenses that they have incurred that go beyond normal wear and tear and routine maintenance of the property. If you have unpaid rent, utilities, fees associated with damages that you caused, or there are cleaning expenses to restore the apartment to the condition it was in when you took possession of it, the landlord can legitimately deduct these items from your security deposit.

I have already paid my security deposit. Do I have to pay my last month's rent?

Yes. Your security deposit is never a substitute for paying your last month's rent unless you have a specific agreement with your landlord. If you do not pay your rent on time, your landlord may file an action for eviction against you. This could cost you additional money and negatively impact your credit history.

FAIR HOUSING

It is illegal for a landlord to deny housing or otherwise discriminate against a prospective tenant on the basis of race, skin color, religion, sex, national origin, the presence of a child(ren) in the family, or disability. If you believe you have experienced discrimination, contact the Center for Student Legal Services.