

What you should know about . . .

Tenant/ Landlord Rights and Obligations



Ohio State Bar Association

Tenant/Landlord Rights and Obligations

The following information applies to most tenants who pay rent for a place to live, although there are exceptions (including, for example, those who pay rent to live in nursing homes, hotels and motels, and university-owned student rentals). Also, there is a different landlord-tenant law that applies to those who live in a manufactured or mobile home park.

What are my rights as a tenant?

A tenant is any person who occupies or possesses the residential property of another and pays for it under a rental agreement.

As long as you, the tenant, do what the rental agreement and/or the law requires you to do, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a government agency about your landlord's violation of housing laws or regulations that affect health and safety.
- You have the right to complain to your landlord if he or she fails to perform any legal duties. If you complain and the landlord retaliates against you by increasing rent, decreasing services or seeking to evict you for taking such action, the landlord has violated the law. There are legal remedies to stop or punish retaliation.
- You have the right to join with other tenants to bargain with your landlord about the terms of the rental agreement.
- You have the right to know the name and address of the owner of your residential premises and that of the owner's agent, if there is one.



OSBA

This pamphlet

This information must appear either in your written lease or be given to you in writing at the beginning of your tenancy if the rental agreement is oral.

- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons.

- If the landlord has received a written complaint from you about the premises, you have the right to have repairs made within 30 days or less (depending on the severity of the housing conditions) for conditions that significantly affect health and safety. If the landlord fails to make repairs within a reasonable time (not more than 30 days), you, as a tenant, may have a right to escrow your rent and/or get a court order for repairs to be made. You also may terminate the rental agreement and move out.

Escrowing your rent means withholding your next monthly rental payment and depositing it with the clerk of the municipal or county court in the county where you reside. However, if your rent is due on the first of the month and you give your landlord the written complaint notice on the 15th of the month, you still will have to pay rent to the landlord on the first of the following month. You can only escrow your rent after having waited the full 30 days (unless there is an emergency such as lack of heat in the winter or lack of water). Warning: If you do not follow the proper escrow procedure, you can be evicted.

- If you receive written notice when you move in that the landlord owns three or fewer dwelling units, you cannot use the escrow method of depositing rent money with the court. **You may not use the remedies of termination or rent deposit if you are not current in your rental payments.**

- Your furnishings or possessions may not be seized by the landlord for the purpose of recovering rent payments.

What are my obligations as a tenant?

As a tenant, you must meet the following obligations:

- Comply with the standards of all housing laws that materially affect health and safety.

- Refrain from and prevent family, friends or guests from damaging the rental premises.
- Keep the premises safe and sanitary.
- Keep plumbing fixtures in the dwelling unit as clean as their condition permits.
- Dispose of all garbage in a safe and sanitary manner.
- Operate all electrical and plumbing fixtures properly.
- When the rental agreement requires appliances to be maintained by the tenant, maintain in good order all appliances provided by the landlord.
- Cause no disturbance and forbid family, friends and guests to disturb your neighbors.
- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs, deliver large parcels or show the property to prospective buyers or renters.
- See that controlled substances (such as drugs) are not illegally used on the property.

The tenant cannot change any of these legal duties. However, the landlord may agree to assume responsibility for fulfilling any of these tenant duties.

What are my rights as a landlord?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You, as a landlord, can rent your property for any amount you desire. Unless you have a lease (written or oral) that provides for a fixed rent for the term of the lease, you can increase rents in any amount, upon giving adequate notice. You cannot increase rent in retaliation for a tenant's exercising his or her rights.
- Subject to the provisions of Ohio's Fair Housing Act, you may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with Ohio law. You may, in fact, refuse to rent to anyone, provided you do not discriminate against a tenant because of the tenant's race, color, religion, ancestry, sex, national origin, handicap or family status.

- You may evict the tenant for nonpayment of rent, or for breaking any significant conditions that you have agreed on. Written notice of the intent to file an eviction action must be given to the tenant before you file such an action in court. The notice must be given at least three days before the eviction is filed or the court will dismiss the case. Don't count the day the notice is given, and wait until *after* the third day.
- You may notify the tenant in writing if you wish to secure the tenant's compliance with obligations under the law.
- After reasonable notice to the tenant, you have the right to enter the dwelling unit to inspect, repair, make improvement or supply services, or show new tenants the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, *except for ordinary wear and tear.*

What are my obligations as a landlord?

The landlord has certain obligations whether or not they are written into a rental agreement. You, as landlord, cannot change them or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of these obligations under any circumstances.

As a landlord, you must do the following:

- Comply with all the standards of housing and health codes that significantly affect health and safety.
- Make all repairs and keep the rental premises in a livable condition.
- Keep all common areas of the premises in a safe and sanitary condition.
- Maintain in good working condition all electrical, plumbing, heating and air conditioning systems and fixtures and/or appliances that you have supplied or are required to supply.
- When you own four or more units in the same building, provide and maintain trash receptacles and remove all trash.

- Supply running water, reasonable amounts of hot water and reasonable heat at all times. The tenant may be required to pay any or all utility bills *for his or her unit* (apartment or house).
- Terminate the lease of a tenant illegally using or permitting the use of controlled substances on the property.
- Not abuse your right to enter the property for legitimate reasons; if this right is abused, you have invaded the tenant's privacy.
- Not attempt to evict a tenant without a court order by changing the locks, terminating utility service or removing the tenant's belongings.

A landlord may be liable to a person who is injured in an area the landlord controls or as a result of failure to maintain and repair certain basic items as required by law or the lease. If there is a written rental agreement, you, as a landlord, must give the tenant your name and address *and* the name and address of your agent, if any. If there is an oral rental agreement, you must furnish the same information in writing to the tenant when the tenant moves in.

What is a rental agreement?

A rental agreement or lease is a written or an oral contract between persons. A properly written agreement will eliminate most of the misunderstandings and problems that commonly arise between a landlord and a tenant. A written rental agreement benefits and protects both parties, and is a good way to do business. Your written agreement may create a tenancy from week to week, month to month or year to year. For your protection, either as a landlord or as a tenant, it is usually wise to specify the exact manner in which the rental agreement may be terminated. If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days notice before the day of termination. Both parties may end a month-to-month tenancy by giving the other party at least one month's notice before the end of the current monthly term.

A landlord may not limit or escape responsibility or liability by using contract clauses in a rental agreement signed by the tenant. If such a clause appears in any rental agreement, it cannot be used against the tenant.

Ordinarily, a rental agreement is prepared by the landlord. For this reason, any doubtful or confusing terms are decided against the landlord and in favor of the tenant.

Under Ohio law, both tenants and landlords may recover damages and, in a few situations, reasonable attorneys' fees, for the unlawful act of the other party.

How do I get back my security deposit?

When a tenant moves out at the end of a rental agreement, there are certain rules for both the tenant and the landlord to follow.

The tenant should give the landlord the key and leave the premises in as good a condition as they were when the tenant moved in. This requires the tenant to leave the premises as he or she found them, and make any repairs needed to restore the premises to that condition. The tenant is not responsible for ordinary wear and tear on the premises.

After the tenant moves out, any of the tenant's money or property that the landlord holds as a security deposit can be applied to back rent or to damages the landlord has suffered as a result of the tenant's actions. The landlord must return the balance to the tenant, whether or not the tenant leaves a new or forwarding address. (It is the tenant's responsibility, however, to collect the money if no new or forwarding address is provided.)

Assuming the tenant gives the landlord a new or forwarding address within 30 days after leaving, the landlord must return to the tenant within 30 days all money remaining after lawful deductions. If the landlord does not return the money owed by that time, a court can order him or her to pay the tenant twice the money owed plus attorney fees.

Who owns what?

In general, unless otherwise agreed, "fixtures" belong to the landlord. Fixtures include parts of the building such as sinks, furnaces, water heaters and other equipment that is either built-in or fastened to the property. Obviously, anything a tenant brings onto the premises that does not become a fixture belongs to the tenant and may be removed by the tenant at the termination of the lease.

Do I need an attorney?

This pamphlet is based on Ohio law and is issued to inform you, not to advise you about your particular case. As a landlord or tenant, you should not try to apply or interpret the law without the help of an attorney who knows the facts, because the facts may change the application of the law. Low-income tenants may qualify for free legal services from legal aid programs, which are available in all Ohio counties. To get in touch with a legal aid provider near you, call 1-866-LAW-OHIO.



LawFacts Pamphlet Series

Ohio State Bar Association
P.O. Box 16562
Columbus, OH 43216-6562
(800) 282-6556 or (614) 487-2050
www.ohiobar.org

Distributed by:

Funding from the Ohio State Bar Foundation

The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting your own attorney. This is one of a series of LawFacts public information pamphlets. Others may be obtained through your attorney's office, by writing the Ohio State Bar Association or through www.ohiobar.org.

©2003 Ohio State Bar Association