

Tenant Rights and Obligations

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What is a rental agreement?

A rental agreement/lease is a legal written contract between landlord and tenant to establish or modify the terms, conditions, and rules for the occupancy of a residential property. A properly written lease will eliminate most problems commonly arising between a landlord and a tenant, benefitting both parties. A lease can be week to week, month to month, year to year, or any other amount of time the parties agree to.

What are my rights as a tenant?

- If you do what the lease and/or the law requires, you have the right to reside in the property until the lease expires.
- You have the right to file a complaint with the appropriate agency (see list of resources on reverse side) if your landlord violates housing laws or regulations affecting health and safety.
- You have the right to complain to your landlord if he/she violates the terms of the lease. If you complain and the landlord retaliates by increasing rent, decreasing services, or seeking to evict you for complaining, the landlord may have violated the law.
- You have the right to join with other tenants to bargain with your landlord about lease terms.
- You have the right to know the name and address of the owner of your residential premises and the owner's agent, if applicable.
- 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 and without notice in certain emergency situations.
- If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.
- If you have notified your landlord, in writing, of problems at your rental property or of an insect or rodent infestation, the landlord should remedy the problems within a "reasonable" amount of time. For a broken furnace in mid-January, a reasonable amount of time may be just a few days. The landlord may take up to 30 days to make less critical repairs.
- If the landlord fails to make repairs within a reasonable amount of time (not more than 30 days), you may have the right to get a court order for repairs to be made, obtain a court-ordered reduction in rent, or terminate the lease. You also have the right to escrow your rent (see details on reverse side).

What are my obligations as a tenant?

As a tenant, you must:

- Keep the premises safe and sanitary.
- Dispose of all garbage in a safe and sanitary manner.
- Keep plumbing fixtures in the unit as clean as their condition permits.
- Operate all electrical and plumbing fixtures properly.
- Comply with all state and local housing, health, and safety code standards.
- Not intentionally or negligently destroy, deface, damage, or remove any fixture, appliance, or other part of the premises, or allow your guests to do so.
- Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.
- Not disturb, or allow your guests to disturb, your neighbors.
- Not allow controlled substances (such as drugs) to be present on the property.

(continued)

- Allow your landlord reasonable access (upon 24 hours notice) to the premises to inspect, make repairs, or show the property to prospective buyers or renters. Twenty-four hours of notice is not required in emergencies, or for the landlord to deliver large parcels, or upon agreement with the landlord.
- Not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool, or child daycare center.
- The tenant cannot change any of these legal duties, but the landlord may agree to assume responsibility for fulfilling any of them.

What does escrowing rent mean?

Escrowing your rent means that you deposit your rental payments with the Clerk of Toledo Municipal Court, Civil Branch instead of paying your landlord. You must deposit your rent into escrow on or before the date when your rent is due.

The court will tell your landlord that you have started depositing your rent into a rent escrow account. Once the landlord makes the repairs, you can ask the court to release the money to the landlord.

How do I get back my security deposit?

As a tenant, you should return the key to the landlord and give the landlord a forwarding mailing address where the security deposit can be mailed. Also, you must repair any damages caused by your intentional or negligent actions or those of your guests, but you are not responsible for any damages caused by ordinary usage or wear and tear.

After you move out, any remaining security deposit your landlord holds can be applied to unpaid rent, utilities, late fees, or to any damage your actions may have caused. The landlord must return the balance to you. Assuming you give the landlord a new or forwarding address, the landlord must, within 30 days, return to you all money remaining after lawful deductions, which the landlord must itemize for you. If the landlord does not return the money owed by that time, you can file a claim with the court.

Do I need an attorney?

This information, based on Ohio law, is issued to inform you, not to advise you about your particular case. Do not try to apply or interpret the law without help from an attorney who knows the facts, which may change the way the law is applied.

Local Landlord/Tenant Resources

Toledo Housing Court | 419-936-3650 | toledohousingcourt.org

Legal Aid of Western Ohio (LAWO) | 419-724-0460 | lawolaw.org

Toledo Bar Association | 419-242-9363 | toledobar.org

University of Toledo Legal Clinic | 419-530-4236 | utoledo.edu/law/academics/clinics

WTOL Ask the Attorney | 419-255-2255 | Wednesdays 5:30 p.m. – 7:30 p.m.

United Way 2-1-1 | Dial 2-1-1 | referweb.net/211toledo

Toledo-Lucas County Health Department | 419-213-4100 | lucascountyhealth.com

AREIS Real Estate Lookup:

<http://icare.co.lucas.oh.us/LucasCare/search/commonsearch.aspx?mode=address>