

# Landlord-Tenant Guidebook



**These groups are protected from housing discrimination  
under federal, state, and local fair housing laws:**

Race

Color

National Origin

Sex

Religion

Familial Status

Disability

Sexual Orientation\*

Gender Identity\*

Military Status\*\*

\*Local Protection

\*\*State Protection





**Marie Flannery**  
*President & CEO*

Dear Landlords and Tenants,

Everyone has the right to be treated fairly when renting a home. Tenants and landlords share a unique relationship that can be tested at times. Mediation addresses the needs of both landlords and tenants, helping to preserve this relationship.

No matter what the issue is, The Fair Housing Center mediator listens to both sides to find common ground upon which all parties can agree. Mediation is voluntary, confidential, and free to all Lucas County residents. Resolving disputes prior to an eviction saves each party time and money, including attorneys fees, court costs, moving, or other related costs.

Reducing the number of evictions filed each year in Lucas County is one of the goals of this program. By educating tenants and landlords about their rights and responsibilities, we can reduce the number of evictions. Providing educational materials and informational trainings help us achieve our goals.

Call 419-243-6163 to learn how we can help you resolve the landlord-tenant issue you are experiencing.

Sincerely,

A handwritten signature in blue ink that reads "Marie M. Flannery". The signature is fluid and cursive.

President and CEO of The Fair Housing Center

# Overview of Ohio's Landlord-Tenant Laws

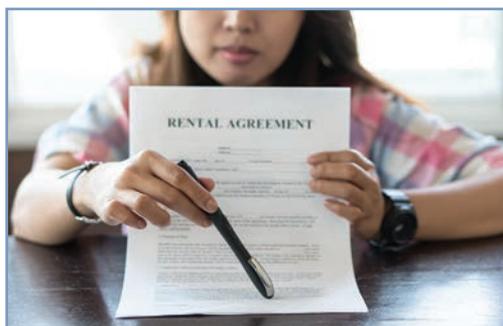
## Definitions

A **tenant** is a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others. R.C. 5321.01(A).

A **landlord** is the owner, lessor, or sublessor of residential premises or any person that the owner, lessor or sublessor authorizes to manage the premises or to receive rent from a tenant under a rental agreement. R.C. 5321.01(B).

The term “**landlord**” includes the **property management company** that manages the property. That means the property management company must fulfill the duties of a landlord.

**Residential premises** are “a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances therein, and the grounds, areas, and facilities for the use of tenants generally or the use of which is promised the tenant.” R.C. 5321.01(C)



**DISCLAIMER:** This brochure is provided for informational use only and does not constitute legal advice. This information is accurate to the best of our knowledge, information, and belief as of September 2020, the date of publication of this booklet. Your use of this information does not create a lawyer-client relationship between you and The Fair Housing Center. If you need legal advice, we encourage you to contact an attorney.

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## Landlord Duties:

These responsibilities cannot be waived through any oral or written agreement (such as your lease). R.C. 5321.13. A landlord has a duty to:

- Comply with all building, housing, health, and safety codes that materially affect health and safety.
- Keep the property in a fit and habitable condition by making all necessary repairs.
- Keep all common or public areas (such as hallways, entryways, and parking lots) safe and clean.
- Maintain in good working condition all electrical, plumbing, heating and air conditioning systems, fixtures, and appliances that the landlord has supplied or is required to provide (example: refrigerators, stoves, and air conditioners).
- Provide running water and reasonable amounts of hot water and heat. An exception may be made when the water or heat is exclusively controlled by the tenant through a direct utility connection. This exception is very rare for water services.
- Provide garbage cans and arrange for trash removal if the landlord owns four (4) or more units in the same building.
- Provide 24-hour notice before entering the tenants' apartment unit unless there is an emergency. Except in an emergency, the landlord can only enter the property at reasonable times and in a reasonable manner.
- Provide the federally required lead paint disclosures and informational materials if the rental property was built before 1978.

## Landlords CANNOT:

- Abuse their right to access/entry. The landlord must have an appropriate reason to enter, such as to inspect the premises, deliver packages, or show the rental unit to prospective tenants or buyers.
- Retaliate by increasing the rent, decreasing services, evicting, or threatening to evict because the tenant complained to a government agency of a violation that affects health or safety.
- Shut off utilities or other services, change locks, remove doors or windows, or take tenants' possessions in order to try to force them to move, even if the tenant is behind on rent payments, or their lease has expired.
- Evict, unless it is by filing an eviction action against the tenant and obtaining a court order.
- Raise the rent, terminate the tenancy, or change the terms of the lease or rental agreement without giving proper notice.
- Stop tenants from having guests.
- Charge excessive late fees or application fees.
- Discriminate against protected classes as provided in the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, familial status (pregnant women or families with children under the age of 18), disabilities, military status,\*\* sexual orientation\* or gender identity.\* For more information on the protections provided by the Fair Housing Act, visit [toledofhc.org](http://toledofhc.org).

\*Local Protection

\*\*State Protection

- Discriminate against persons with disabilities by denying the use of assistance animals. Assistance animals are not pets; they are medical devices, like wheelchairs, that allow a tenant full use and enjoyment of their dwelling. When a tenant has an assistance animal, “no pets” policies and pet fees cannot apply.
- Request disability-related information. Exception: The housing provider may request information to verify the need for a requested accommodation if the disability or the need for the accommodation is not known or obvious.

For more information on assistance animals, reasonable accommodations, and other protections for persons with disabilities, visit [toledofhc.org](http://toledofhc.org).



## Tenant Duties:

If a tenant violates any of their duties under the law or their lease agreement, the landlord may have the right to recover damages from and/or evict the tenant(s) from the property. A tenant has a duty to:

- Keep the property safe and clean.
- Dispose of all garbage in a safe and clean manner.
- Keep all plumbing fixtures as clean as possible, given their condition.
- Use electrical and plumbing fixtures correctly.
- Follow all housing, health, and safety codes that apply to tenants.
- Avoid damaging the property and keep guests from causing damage.
- Keep appliances supplied by the landlord in good working order.
- Conduct themselves in a manner that does not disturb the neighbors' peace.
- Allow the landlord to enter the rental unit if the request is reasonable and 24-hour advance notice is given.
- Comply with state or city laws and require household members and guests to do likewise.
- Not make changes to the rental unit (such as painting or removing carpeting) without getting permission from the landlord in writing.
- Refrain from engaging in, or allowing guests to engage in, illegal activity on the premises; for example, illegal drug manufacture or use.
- Pay rent in full and on time every month. Keep your rent receipts in a safe place for future reference.

## Who is responsible?

### **Who is responsible for taking care of mold or water leaking into a rental unit?**

If the water leak violates a local code that materially affects health and safety, or if the mold and water makes the rental unit unsafe or not habitable, the landlord must fix the water leak and remove the mold. Local codes, as provided in the Toledo Municipal Code, prohibit nuisances and require appropriate waterproofing in homes.

### **Who is responsible for odors and bad smells at a property?**

If the odors or bad smells are caused by an issue that violates a local code that materially affects health or safety, or if the odors and bad smells make the rental unit unsafe or not habitable, the landlord must address the issue. Local codes, as provided in the Toledo Municipal Code, prohibit nuisances and prohibit noxious or offensive odors.

### **Who is responsible if a tenant is causing the issue?**

The landlord must comply with local codes and do whatever is reasonably necessary to keep the premises in a fit and habitable condition. This includes making repairs and resolving problems even if they were caused by a tenant. However, if the landlord can prove that the tenant caused damages beyond normal wear and tear, or violated the lease agreement, the landlord may have remedies against the tenant such as asking the tenant to pay for damages or asking the tenant to leave.



## When can a landlord evict a tenant?

- The landlord may evict the tenant when the tenant does not pay rent when it is due or otherwise violates the lease agreement.
- The landlord may evict the tenant when the lease expires if the tenant refuses to leave at the end of the lease. Once a written lease expires, it normally becomes a month to month lease which can be terminated with a 30 day notice from either party.
- If the tenant violates any of the tenant's duties as provided at R.C. 5321.05, the landlord may evict the tenant.

### **5321.05 Tenant obligations:**

#### **A. A tenant who is a party to a rental agreement shall do all of the following:**

1. Keep the part of the premises that they occupy and use safe and sanitary;
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
3. Keep all plumbing fixtures used by the tenant either in the dwelling unit or on the premises as clean as their condition permits;
4. Use and operate all electrical and plumbing fixtures properly;
5. Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
6. Personally refrain and forbid any other person who is on the premises with their permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;

7. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement;
8. Conduct one's self and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of the premises;
9. The tenant and people in their households or on the premises at their invitation shall not violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

**B. The tenant shall not** unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.



# What you need to know about Security Deposits

- If the deposit exceeds one month's rent, the landlord must pay 5% interest per year on the amount over one month's rent, not the full amount.
- At the end of a lease term, a landlord may use the security deposit to cover any unpaid rent or fees, and any damage to the property beyond reasonable wear and tear.
- The tenant must give the landlord a forwarding address in writing where they would like the deposit sent.
- A landlord has 30 days after the termination of the lease agreement to return the security deposit. If the landlord withholds any or all of the security deposit, the landlord should send the tenant a written statement itemizing why the funds were withheld.
- If a landlord wrongfully withholds any portion of the security deposit, tenants are entitled to double damages for the wrongfully withheld portion, plus reasonable attorney's fees.

To help ensure the return of a security deposit at the end of the lease term, the landlord and the tenant should document the condition of the rental property at the time of move-in and at the time of move-out. Read the lease agreement and follow any lease termination procedures that are required by the landlord.



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## If a Landlord Violates His or Her Duties:

- The tenant may give the landlord written notice of the violation and should keep a copy for the tenant's records.
- Document the problem by taking pictures and keeping a diary. Be sure to record the date, when the problem started, and any attempts to contact the landlord. Keep all copies of letters, texts, or emails.
- Keep track of:
  - The landlord's efforts to fix the problem, and any attempts to fix the problem
  - Any expenses that you incur
  - The severity of the problem
  - How the problem has affected your use of the property, including any damages caused to personal property, etc.

If the landlord fails to fix the problem within a reasonable time – no longer than 30 days – the tenant may be able to deposit the rent into an escrow account with the Clerk of Courts and request an order from the Court to force the landlord to make the repairs. **In order to pay rent into escrow, the tenant must be current with rent payments.**

Instead of escrowing rent, the tenant also has the right to sue the landlord for damages if the tenant can show that the landlord violated their duties and caused damages to the tenant.

Before a tenant pays rent into escrow or before a landlord decides to evict, they may wish to consider mediation.

# What is Mediation?

Mediation is a voluntary and confidential process that brings disputing parties together in a neutral setting to resolve conflicts. The mediator does not impose a solution but rather helps the parties work together to decide on a satisfying agreement. Mediators facilitate and help the parties arrive at their own agreement that works for them.

## Benefits of Mediation

- Informal
- Confidential
- Emphasizes cooperative problem solving
- A broad range of landlord-tenant issues accepted
- Cost savings: Mediation services are free and help parties avoid costly court cases.
- Time savings: Mediations can be scheduled more quickly than other alternative options.
- Better outcomes: Mediation may provide more creative resolutions tailored to your situation. The courts are limited in the remedies they can grant under the law.

The mediation process greatly benefits those in an ongoing landlord-tenant relationship as both parties work together to reach mutually agreeable solutions. This process fosters a better long-term relationship.

## How Can I Request Mediation?

The Lucas County Landlord-Tenant Pre-Litigation Mediation Program is available for both landlords and tenants through The Fair Housing Center by calling 419-243-6163.

*“I was very skeptical at first. Then I was impressed by the professionalism of the mediator and the way they stayed neutral. We resolved the late rent issue quickly and without a lawyer and court fees.”*  
– Lucas County Landlord

*“My goodness, I had been asking for the stairs to the basement to be repaired for months. I called and we were able to negotiate the repair. Turned out to be a misunderstanding.”*  
– Lucas County Renter



# The Fair Housing Center

## **Vision**

The Fair Housing Center will be a leading visible force in preventing and correcting discriminatory practices.

## **Mission**

The Fair Housing Center is a non-profit civil rights agency dedicated to the elimination of housing discrimination, the promotion of housing choice and the creation of inclusive communities of opportunity. To achieve our mission, the Center engages in education and outreach, housing counseling, advocacy for anti-discriminatory housing policies, research and investigation, and enforcement actions.



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