

LANDLORD – TENANT RIGHTS & DUTIES

Medina County Fair Housing



330-722-9293

www.medinaco.org/fair-housing/



**EQUAL HOUSING
OPPORTUNITY**



Medina County *Ohio*

Medina County Fair Housing Office

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FREE Assistance Cannot Give Legal Advice

Additional Assistance

**Ohio Civil Rights Commission
Cleveland Office**

File a complaint
216-787-3150

Community Legal Aid

Pro bono services available
1-866-584-2350

Medina County Bar Association

Attorney referral for nominal fee
330-725-9794

**Coalition on Homelessness & Housing in Ohio
Housing Information Line**

888-485-7999

Medina Municipal Court

330-723-3287

Wadsworth Municipal Court

330-335-1596

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**EQUAL HOUSING
OPPORTUNITY**

Introduction

Most people rent an apartment or a house at some point in their life. If this is your first time renting, or even if you are a seasoned renter, the Medina County Fair Housing Office hopes that you will find this book useful. If you have any questions or concerns, please contact the Medina County Fair Housing Office or seek legal assistance.

The following are important takeaways when it comes to Fair Housing:

- Know your rights & responsibilities;
- Have a signed lease agreement and a personal copy of the agreement;
- Complete an inspection prior to moving in and again when moving out; keep copies of all rent payments; document all maintenance; take photos of the entire home before move-in;
- Ask questions and get answers regarding all terms of the lease;
- Give proper notice when moving out; and
- Seek legal assistance when necessary.

Fair Housing

Fair housing is the right to choose housing free from unlawful discrimination. Federal, state and local fair housing laws protect people from discrimination in housing transactions such as rentals, sales, lending, and insurance.

Fair housing guarantees that regardless of your age, race, religion, family situation, or level of ability, you have the right to choose the housing that's best for your needs — without outside preferences or stereotypes being imposed.

Fair housing helps people understand what it means to be a welcoming and vibrant neighborhood. The ideas, connections and sense of pride in diverse and open neighborhoods make a real difference in the midst of tough economic times.

Equal access to housing coincides with quality of life. Fair housing supports economic development and talent retention. When people feel welcomed, they make themselves at home, invest their resources back into the community resulting in an appealing place for diverse and talented people to live.

Rental Agreements

Your **LEASE** is a rental agreement or contract and can be written, oral or implied. It is recommended that a signed lease be negotiated in order to better define rights and duties under the law.

Leases also protect you from indiscriminate rent increases or termination of tenancy.

Without a signed lease, rent can be increased or the agreement terminated with a seven day notice if you rent by the week or with thirty (30) day notice if renting by the month.

Before signing the lease and paying nonrefundable deposits, the tenant and landlord should inspect the property together. A detailed record of the condition of the property including the yard should be noted. This protects the tenant from being charged for damages they did not incur and provides the landlord with a list of repairs. If the landlord does not provide you with a detailed inspection checklist, you may obtain one from the Medina County Fair Housing Office at no charge.

The landlord may schedule routine inspections of the property during your tenancy. A minimum of 24-hour notice of the landlord's intent to enter and inspect the property must be given to the tenant. In case of an emergency, the landlord may enter the property without notice.

Rental Agreements

In order to assure return of the security deposit, the tenant should:

- Keep rent records;
- Give a minimum of 30-day notice, in writing, of intent to vacate;
- Correct any damages made to the property during tenancy;
- Request the landlord inspect the property with you. Take pictures and/ or have witnesses with you during this inspection. It is best to use the same checklist when moving out as when you moved in;
- Return all keys to the landlord and provide your forwarding address;
- Make a record of the landlord's full name and business address.

Tenant Rights & Responsibilities

- Pay rent in full when it is due;
- Keep property safe, sanitary, and clean;
- Properly dispose of rubbish;
- Keep plumbing fixtures clean and free flowing;
- Do not damage property or allow guests to do so;
- Keep appliances in good working order;
- Allow landlord to inspect or show the property with 24-hour notice. In case of emergency, immediate access is permitted;
- Permit the landlord or maintenance personnel to make repairs at reasonable times as needed;
- Comply with all local housing, health, and safety codes;
- Properly utilize plumbing fixtures and maintain appliances;
- Comply with state and/or municipal drug laws in connection with the premises.

Tenant Rights & Responsibilities

Rent Escrow:

If your landlord does not comply with the obligations as listed in the Ohio Landlord Tenant Act, you have a right to escrow your rent with the court. The tenant does not have the right to stop paying rent because it voids your protection under the law. In order to escrow rent, a tenant must:

- Pay rent up to date.
- Submit a written request for repairs. (A form is included with this booklet).
- If the landlord fails to make repairs within 30 days or within a reasonable time in case of an emergency, the tenant can file with the local municipal court:
 - *Escrow rent by depositing it with the clerk of the appropriate municipal or county court.*
 - *Ask the court to direct that the repairs be made, reduce the rent, or to release some of the money for making repairs.*
 - *Terminate the lease and move out. In this case, the security deposit should be returned in full.*

It is recommended that a tenant seek legal assistance with escrowing of rent. NOTE: Rent escrow is not an available remedy if a landlord owns fewer than four rental units and a written notice of this fact was delivered to the tenant upon moving into the property.

Landlord Rights & Responsibilities

Assure that the property complies with all building, housing and health codes which significantly affect health and safety. Most communities have housing inspectors who inspect conditions and cite landlords for violations, condemn property unfit for habitation, and prosecute landlords who refuse to comply with housing code requirements.

Make all necessary repairs including electrical, plumbing, heating and ventilation systems.

Supply hot and cold running water and heat at all times.

Keep all common areas in the building or on the grounds safe and sanitary.

Give at least 24-hour notice before entering your apartment or house except in case of emergency. Landlords may not abuse their right of access to inspect the property, deliver packages, or show the property to prospective tenants or buyers. Landlords may not enter without proper notice and can be held responsible for any damages or injuries caused by trespassing.

Notice of Landlord's Breach of Obligation

This notice is to inform you that, as the owner/operator of the dwelling unit located at:

Street Address

City, State, Zip Code

You have breached your obligation under the Ohio revised code and our rental agreement. The following conditions must be corrected:

1. _____
2. _____
3. _____
4. _____
5. _____

If the necessary steps are not taken to correct the above conditions by _____, 20_____,

I the tenant at the above address, will deposit my rent money with the clerk of Municipal court until the conditions are corrected. The Ohio Revised Code authorizes such action by tenants when an owner/operator of a dwelling unit does not meet the obligation under the Ohio Revised Code. These obligations include compliance with the housing and health codes which materially affect health and safety and maintenance of all facilities and service which were provided at the rented premises when I took the dwelling unit.

Tenant

Date mailed

Notice of Termination of Rental Agreement

Date: _____

To: _____
Name

Address

City, State, Zip Code

From: _____
Name

Address

City, State, Zip Code

Dear Landlord:

Pursuant to our rental agreement and Ohio law, you are hereby notified that I/we intend to terminate our rental agreement over the residential premises at:

Address

City, State, Zip Code

Effective: _____
Date

Please make arrangements for a mutually convenient time and date for a final inspection of the condition of said premises, return of keys, and for providing information regarding any security deposit for said premises.

Sincerely,
Your Tenant(s)

Signature

Signature

Medina County Fair Housing Will:

- Uphold your right to obtain housing without regard to race or color, religion, age, military status, marital status, national origin, sex, disability, creed, or familial status.*
- Provide information on landlord/tenant rights and responsibilities.
- Analyze and develop a plan to overcome impediments to fair housing in Medina County.
- Work with the real estate, banking and insurance industry to ensure that housing markets are open to all.
- Provide workshops on fair housing and landlord/tenant issues.

**Additional state and local protected classes may apply.*

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