

PROTESTING RETALIATION

Date: _____

Dear _____ (Landlord):

Ohio Revised Code 5321.02 (A) provides that a landlord may not increase rent, decrease services, threaten to bring an eviction action against or evict a tenant because the tenant has complained to the landlord about the conditions of the rental unit, complained to an appropriate government agency about a code violation or joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

Since I have recently engage in protected activity, I believe that your action(s) of:

_____ (Describe action taken by landlord.)

is retaliatory.

I hope that this letter will resolve the matter. However, I will take whatever action is necessary to defend my rights. Ohio Revised Code 5321.01 (B) provides for actual damages together with attorney's fees, if there is a violation of the above section of the law.

Thank you for your attention to this matter.

Sincerely,

Tenant _____

Address _____

Phone Number _____

PROTESTING NON-ACCEPTANCE OF RENT

Date: _____

Dear _____ (Landlord):

I attempted to pay you my monthly rent on:

_____ (date) in accordance with my rental agreement. However, you refused to accept my rent as due and instead have requested that I vacate the premises.

According to the Ohio Revised Code 5321.17 (B) you are required to give me a thirty (30) day notice to terminate my tenancy. As of this date I have not received any such notice from you.

Enclosed is my current month's rent which I am again attempting to pay. If you do not accept it, I will deposit my rent with the Springfield Municipal Court as proof of my timely payment.

If you have any questions, please feel free to call.

Sincerely,

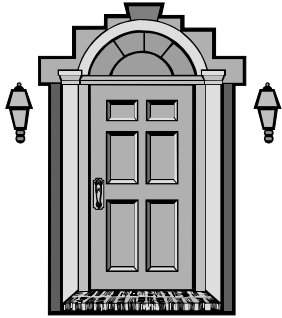
Tenant _____

Address _____

Phone Number _____

Third Revision 2/23/04

CITY OF SPRINGFIELD, OHIO



TENANT RIGHTS AND RESPONSIBILITIES

All landlords must give their tenants a copy of this pamphlet according to Section 1324.16 of the Codified Ordinances of the City of Springfield, Ohio. (Effective 10/1/01). Please take time to read this and keep it in your records for future reference.

Information Directory		
 <small>EQUAL HOUSING OPPORTUNITY</small> City of Springfield Fair Housing & Springfield Mediation Service 76 E. High St. (2 nd floor) Springfield, OH 45502 (937) 324-7696	Clark County Fair Housing (For housing outside the City of Springfield) 25 W. Pleasant St. (937) 328-2498 Springfield Metropolitan Housing Authority 437 E. John St. Springfield, OH 45505 (937) 325-7331 Springfield Municipal Court Civil Division 50 E. Columbia Springfield, OH 45502 (937) 328-3701	City of Springfield Code Enforcement 76 E. High St. (2 nd floor) Springfield, OH 45502 (937) 324-7385 United Way Information and Referral 616 N. Limestone St. Springfield, OH 45503 (937) 323-1400 Legal Aid of Western Ohio 20 S. Limestone St., Suite 20 Springfield, OH 45502 (888) 534-1432

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A Landlord has responsibility to:

1. Put and keep the premises in a fit and habitable condition.
2. Keep the common areas safe and sanitary.
3. Comply with building, housing, health and safety codes.
4. Keep in good working order all electrical, plumbing, heating and ventilation systems and fixtures.
5. Maintain all appliances and equipment supplied or required to be supplied by him/her.
6. Provide running water and reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hookup.
7. Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential units in the same building.
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit, and enter only at reason-able times and in a reasonable manner.
9. Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

A Tenant has a responsibility to:

1. Keep the premises safe and sanitary.
2. Dispose of rubbish in the proper manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Use electrical and plumbing fixtures properly.
5. Comply with housing, health and safety codes that apply to tenants.
6. Refrain from damaging the premises and keep guests from causing damage.
7. Maintain appliances supplied by the

REQUESTING RETURN OF SECURITY DEPOSIT

Date: _____

Dear: _____ (Landlord)

This notice will serve as my request for the return of my security deposit in the amount of \$_____. This letter is being sent to you in accordance with Ohio Revised Code 5321.16 (B) and will serve to notify you that I expect the return of my security deposit, plus interest, if any, by _____ (Date. This should be within the next 30 days).

Should you fail to return my security deposit to me, I will pursue appropriate legal remedies, which may include double damages and reasonable attorney fees.

Sincerely,

Tenant _____

Address _____

City/State/Zip _____

Phone Number _____

NOTE: With a deposit, interest is paid only on the amount above one month's rent and if the tenant has remained in possession of the premises for six months or more.

The letters in this brochure may be used to communicate with your landlord. It is important to put your concerns in writing and always keep a copy of the letter for your records.

NOTICE TO CORRECT CONDITIONS

Date: _____

Dear _____ (Landlord):

This notice is to inform you that, as the owner/agent of the dwelling unit located at _____ that the conditions stated below are in noncompliance to our rental agreement and/or local housing, building, safety or health codes. Your failure to maintain this unit in a safe, decent and sanitary condition means that you are in violation of your obligation according to the Ohio Revised Code 5321.07.

- | |
|----|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |
| 6. |
| 7. |

This notice is being sent to you in accordance with Ohio Revised Code 5321.07(A) and will serve to notify you that I want you to remedy the conditions within a reasonable time (30 days or less).

Should you fail to remedy the conditions by (date) _____, I will pursue my appropriate legal remedies and escrow my rent with the local Clerk of Courts until such time that the above conditions are corrected.
Sincerely,

Tenant _____

Address _____

Phone: _____

Landlords can evict tenants for the following reasons:

1. Tenants' failure to pay rent when due.
2. Tenants' false complaints to a governmental agency about housing violations caused by the tenant or guests.
3. The landlord's compliance with housing laws would require alteration or demolition of the building which would deprive the tenant of effective use of the premises.
4. The lease has expired.
5. Tenants' violations of important terms of the lease.
6. Tenants' failure to comply with proper notice (30 days) to correct situations which materially affect health or safety.
7. Tenants' refusal to permit landlords' access to the unit.
8. Illegal use of drugs

Tenants are entitled to a "three-day" notice, delivered to the tenant or at the premises, demanding the tenant move out. This notice must include the following words:

"YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE."

This is not only a required notice, it is good advice. An eviction is the most serious legal problem most people will ever have. It forces a tenant out of a home and costs the landlord a lot of money and lost rental time. Eviction records are public, and can seriously hurt tenants' credit ratings and references. Landlords who fail to follow proper legal procedures can end up owing

their tenants damages or delaying even legitimate eviction for months. Evictions should never be considered lightly and always deserve the attention of a lawyer.

Landlords must give at least three days of notice before filing a suit for eviction with the court. The tenant does not have to move out in three days, but if the tenant does not move, the landlord can bring a court action called a Complaint in Forcible Entry and Detainer, claiming either that the lease is expired or that the tenant has violated the law or the lease.

Landlords are not committed to an eviction merely by issuing a three-day notice. There is still time to work out the problem, pay back rent, or whatever else it takes to reach a mutually agreeable solution.

If the landlord and tenant do not reach an agreement and the tenant does not move out, the landlord can file a Complaint with the court. The court will serve the tenant with a Summons, either by certified mail or personal delivery, notifying the tenant when and where to appear in court. The tenant is entitled to five working days between the service of the summons and the date of the trial. Stapled to the Summons will be the landlord's complaint, usually prepared by the landlord's lawyer, asking the court to order the tenants to leave the premises and to pay any unpaid rent. The summons also tells the tenants to contact a lawyer or the local Legal Services office.

If the tenant does not show up for trial according to the instructions on the summons, the court will probably order the tenant to move out and pay whatever rent is claimed to be unpaid.

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landlord in good working order.

8. Conduct himself/herself in a manner that does not disturb any neighbors and require guests to do the same.
9. Permit landlord to enter the dwelling unit if the request is reasonable and proper notice is given.
10. Comply with State or municipal drug laws in connection with the premises and require household members and guests to do likewise.

Inspect the Apartment

Before paying any nonrefundable deposit or moving in, the tenant and landlord should inspect the place together, noting its condition. Most leases provide that the unit is accepted "as is." If the landlord cannot inspect the premises with the tenant, the tenant should make a detailed record of the condition, noting all defects and should give it to the landlord as soon as possible. (You may use the form in this booklet.) This gives the tenant the chance to get the defects corrected and protects against the landlord charging the new tenant with damages to the property which were there before the tenant moved in. Do not rent a place that will require extensive repairs to be made after the move-in date.

Landlords and tenants should not accept or make payments until both are sure about their decisions to rent. A receipt should be given showing who paid, who received it, how much was paid, what the payment was for, the address the payment was for and the date of the payment.

Lead Disclosure

Federal law requires that owners of properties built before 1978 must give prospective tenants a written statement of any known lead hazards and a pamphlet on lead poisoning. There are some exceptions. For more information, call the Health Department at 390-5600.

The Rental Agreement

An agreement or contract for the rental property is called a LEASE. Leases can be written, oral (spoken), or implied by the tenant making rental payments to the land-lord and the landlord permitting the tenant to use the landlord's property. Each type of lease is protected under Ohio law. If your lease is in writing, all the agreements should be in writing, signed by both landlord and tenant. Do not sign anything until you read and understand what you are signing. Be sure the other party has signed the agree-ment and keep a copy of any written agree-ment you make. If you do not understand your lease, see an attorney. It is best to get any agreement with the landlord in writing.

Rent Escrow

Tenants in Ohio cannot simply quit paying their rent because the landlord does not make important repairs. Tenants also cannot simply pay a workman to have repairs done and deduct the cost of the repairs from their rent unless the landlord agrees to this. Instead, in Ohio, tenants must follow a legal procedure called rent escrow. Rent escrow means paying your rent to the clerk of courts rather than to your landlord, so economic pressure is put on the landlord to make needed repairs.

In order to escrow rent because of a land-lord's failure to make repairs, a tenant must:

- 1) Pay rent up to date.
- 2) Give a written notice to the landlord listing the repairs needed and send the notice to the place where rent is normally paid (being sure to keep two copies). If the landlord fails to provide the tenant with a written statement of the name and address of the agent and/or owner when the tenant moves in, the landlord waives this notice.

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3) If the landlord does not make repairs within 30 days or a reasonable time in the case of an emergency, whichever is shorter, the tenant can:

- a. Escrow rent by depositing it with the Springfield Municipal Court;
- b. Ask the court to direct that the repairs be made, to reduce the rent and to release some of the money for making repairs; or
- c. End the agreement & move out.

Because this is a serious legal matter, tenants should talk to a lawyer before taking any of these steps. Rent escrow remedies do not apply to landlords who own fewer than 4 units & have delivered written notice of this fact to the tenants upon moving in.

City Code Enforcement

Code Enforcement, a division of the Department of Planning and Development, manages and provides enforcement for a Tenant Housing Complaint program which identifies and requires the correction of Property Maintenance Code violations. The goal of this program is to protect the public health, safety and welfare in all existing residential structures and premises and is enforced through civil and criminal penalties.

Tenants may contact Code Enforcement at 324-7385, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Lease Termination

Landlords and tenants can end a lease that is not in writing by giving notice:

1. Month-to-month lease – 30 days prior to the beginning of the rental period.
2. Week-to-week lease - 7 days notice.

No reason need be given a tenant or landlord for ending a lease as long as proper notice is given to the other party. Terminations under a written lease must be made according to that lease, but a landlord cannot shorten the notice time a tenant is entitled to by law.

Even though the landlord does not have to give a reason for ending the lease, the tenant can win an eviction suit by proving the landlord was getting back at the tenant (retaliating) because the tenant tried to organize other tenants, made honest complaints about conditions, or that the eviction is discriminatory on the basis of race, color, religion, national origin, sex or handicap. A tenant who proves any of these situations can also recover damages & attorney fees.

Security Deposit

The Ohio Landlord-Tenant Law permits a landlord to collect a security deposit to cover the costs of unpaid rent charges and to re-pair damages to the property caused by the tenant, in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within 30 days of the time the tenant gives up occupancy and terminates the rental agreement. The tenant must provide the landlord with a forwarding address in writing. If the landlord makes a deduction from the security deposit, the landlord is required to provide the tenant with a written, itemized accounting of the money that is being withheld.

If after 30 days the landlord has not returned the deposit or the itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for double the amount which the tenant believes was wrongfully withheld.

Rent Increases

Under a month-to-month agreement, the landlord must give 30 days notice prior to the affected month, before increasing the rent. In the case of a written lease, the landlord may not increase the rent during the term of the lease. There is no rent control in Ohio.

APARTMENT CHECKLIST

ADDRESS: _____

KITCHEN

ITEM	CONDITION
Stove	
Sink	
Refrigerator	
Faucets	
Windows	
Shades/Curtain Rods	
Cabinets	
Walls	
Lights	
Ceiling	
Floors	

LIVING ROOM

ITEM	CONDITION
Walls	
Ceiling	
Lights	
Windows	
Floor	
Shades	
Door	
Curtain Rods	

BATHROOM

ITEM	CONDITION
Walls	
Ceiling	
Lights	
Tub	
Sink	
Toilet	
Medicine Cabinet	
Doors	
Floor	

COMMENTS:

APARTMENT CHECKLIST

UTILITY ROOM/BASEMENT

ITEM	CONDITION
Furnace	
Ceiling	
Lights	
Laundry Tub	
Floor Drain	
Hot Water Tank	
Walls	
Floor	

BEDROOMS

ITEM	1	2	3	4
Door				
Floor				
Walls				
Ceiling				
Windows				
Shades/Curtain Rods				
Lights				

COMMENTS:

SIGNED BY:
TENANT _____
LANDLORD _____
DATE _____