

## Help.....

This Brochure is not intended to be used as legal advice. If you are in doubt regarding your legal rights, it is recommended that you seek legal assistance.

### FAIR HOUSING IS MORE THAN JUST AN IDEA. IT'S THE LAW!

It is illegal to discriminate against any person because of **race, color, religion, sex, national origin, disability or familial status.**

In addition, in the State of Ohio it is also illegal to discriminate based on **ancestry or military status.**



You have the right to live wherever you want to live.

## Ohio Regional Development Corporation

200 Main Street- Annex Building  
Coshocton, Ohio 43812  
740-622-0589  
1-800-581-3247



### Fair Housing Contact Telephone Numbers:

Fair Housing office: 740-622-0589

Toll Free number: 1-800-581-3247

Fax number: 740-622-8577

[www.ordevelopment.com](http://www.ordevelopment.com)

Ohio State Legal Services  
Association: 1-800-998-9454

Ohio Civil Rights Commission:  
1-888-278-7101

COHHIO's Tenant Information  
Line: 1-888-485-7999

Fair Housing

### Fair Housing Administration Program

The local Fair Housing  
Contact for Monroe  
County is located at:

**Fair Housing  
Coordinator**

101 N. Main Street,  
Room 34  
Woodsfield, Ohio,  
43793

740-472-1341



Ohio Regional Development  
Corporation  
Fair Housing Administration  
1-740-622-0589 or 1-800-581-3247



**You have the right to live  
where you want to live.**

The Fair Housing Amendments Act **specifically prohibits** discrimination in any area of housing because of race, color, national origin, religion, sex, disability or familial status.

**Simply stated, it is unlawful to:**

1. Refuse to sell, rent, finance or insure housing or property.
2. Tell any person that housing is not available for inspection, sale, rent or lease.
3. Refuse to lend money for the purchase, construction, rehabilitation, repair or maintenance of housing or property.
4. Discriminate against any person in the terms and conditions of fire, extended coverage or homeowner's insurance.
5. Refuse to consider the income of both the husband and/or wife in the purchase or financing of housing or property
6. Print, publish or circulate any statement or advertisement which would indicate a preference or establish limitations.
7. Deny any person membership in any multiple listing or real estate service.

**Know your rights.**

Fair housing is an absolute right throughout this country. The federal laws, along with local and state laws, were enacted to provide a method of enforcement of this right.

The Federal Fair Housing Act prohibits discriminatory housing practices. There are a few limited exceptions.

**The Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code)** gives all persons in the protected classes the right to live wherever they can afford to buy a home or rent an apartment.

Access to residential housing depends on available financing, insurance and related services. If a person is denied the opportunity to obtain financing, then it will matter little whether a seller will sell to the home seeker. Similarly, the related services: homeowners insurance, fair appraisals, fair secondary markets, mortgage insurance and brokerage services must be available without regard to any prohibited characteristics such as race, color and religion.

**What to do if you suspect housing discrimination:**

Make immediate detailed notes of your experience:

1. Date of the alleged violation.
2. Name and address of the person your complaint is against (the respondent).
3. Address or other identification of the housing involved.
4. Short description of the alleged violation (the event that caused you to believe your rights were violated).
5. Call or visit your local fair housing office.
6. Call the Ohio Civil Rights Commission at **1-888-278-7101**.
7. Call the HUD Fair Housing Complaints "Hot line" at **1-800-424-8590**.

**Tenant/Landlord Issues are NOT covered by Fair Housing.**

The Ohio Tenant-Landlord Bill, effective November 4, 1974, (Ohio Revised Code 5321), applies to most landlord-tenant relations and governs most rental agreements whether written or oral.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

**Ohio Revised Code 5321** covers many areas of tenant/landlord relationships. Some of those areas include:

1. Landlord's responsibilities
2. Tenant's responsibilities.
3. Obtaining repairs
4. Withholding your rent.
5. Lockouts and Utility shutoffs
6. Leases/rental agreements
7. Terminating a lease/rental agreement
8. Eviction process
9. Security deposits
10. Rent increases and late charges
11. Drug activity and rental housing

For additional information, call your local Fair Housing office. You may also wish to seek legal assistance.

An aggrieved person may file a complaint of a housing discrimination act with the:

Fair Housing Administration at:  
**1-740-622-0589 or**  
**1-800-581-3247 (FAIR)**  
**OR**

The Ohio Civil Right Commission at:  
**1-888-278-7101**  
**OR**

The U.S. Department of Housing and Urban Development (HUD) at:  
**1-800-669-9777 (toll free voice number)**  
**1-800-927-9275 (toll free TDD number)**



## Landlord's Response to Rent Withholding

### (Sec. 5321.09, Ohio Revised Code)

Any landlord who receives a notice that a tenant's rent has been deposited with the Clerk of Courts may request the Clerk of Courts to release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied. The Clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

The landlord may apply to the Court to release the rent on the grounds that:

1. The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts.
2. He did not violate any of the responsibilities imposed upon him by rental agreement, or by any of the building, housing, health or safety codes, or that the condition the tenant describes in the notice has been remedied or repaired.

If the Court finds that the landlord did not violate any responsibilities imposed upon him, or that the condition the tenant complained about has been repaired or remedied, or that the tenant did not give notice correctly, or that the tenant was delinquent in his or her rent at the time the rent was deposited with the Clerk of Courts, the Court will order the release of the rent to the landlord.

### Lockouts & Utility Shutoff

The landlord may not move a tenant's furniture from his apartment, lock him out, or threaten any unlawful act including utility shutoff to get him to move. If this happens, the tenant may recover all his damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order. (Sec. 5321.15, Ohio Revised Code).

## EVICITION

### (Sec. 1923, Ohio Revised Code)

A landlord may evict a tenant if

- the tenant is delinquent in rental payments
- the tenant caused severe damages
- required repairs are so large that the tenant must move out
- the rental agreement has expired

### Eviction Process:

Step 1 A landlord or owner wishing to evict a tenant must notify the tenant to leave the premises three days or more before beginning any court action.

The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence.

The tenant must be advised that he/she may need legal assistance.

Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: *"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."*

Step II If the tenant does not vacate the premises then the landlord must file a complaint at Municipal Court called a "Forcible Entry and Detainer Notice".

Step III The tenant receives a court summons at least five(5) days before the hearing. Both parties may need an attorney.

Step IV The court hearing is held and a judge decides the case.

## HELP

This brochure is not intended to be used as legal advice. If you are in doubt regarding your legal rights, it is recommended that you seek legal assistance.

If you have questions about this information or if you need housing assistance, you are invited to call:

Fair Housing Administration

120½ S. 4th Street

Coshocton, OH 43812

(740) 622-0589 or 1-800-581-FAIR (3247)

**Fair Housing is more than just an idea.  
It's the law!**

It is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap, or familial status.

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

### Blockbusting is also illegal

An aggrieved person may file a complaint of a housing discrimination act with the:

### Fair Housing Administration

622-0589 or 1-800-581-FAIR (3247)

or call

### U.S. Department of HUD

1-800-669-9777 (toll free voice number)

or

1-800-927-9275 (toll free TDD number)



This publication has been funded by the Community Development Block Grant administered by the Fair Housing Administration Program.

## Tenant-Landlord Facts



Dear Citizens:

The Ohio Tenant-Landlord Bill, effective November 4, 1974, applies to most landlord-tenant relations and governs most rental agreements whether oral or written.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

The Ohio Tenant-Landlord law does not apply to condominiums, prisons, jails, workhouses, halfway houses, hospitals, resident homes, agricultural labor camps, tourist homes, hotels, motels, some boarding schools, dormitories, or courts. Ohio does have a law (Chapter 3733, Ohio Revised Code) which outlines responsibilities and rights of Trailer Park operators and tenants.

This pamphlet is designed to help you understand your responsibilities and rights under this law. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

*Fair Housing  
Consortia*



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## Landlord's Responsibilities

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The landlord must: (Sec. 5321.04(A), Ohio Revised Code)

1. Comply with the requirements of any building, housing, health or safety codes which materially effect health and safety.
2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
3. Keep the common areas of the premises (including walks, etc.) safe and sanitary.
4. Provide trash and waster receptacles, if there are four or more apartments in the building and arrange for their removal.
5. Supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.
6. Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in case of an emergency.
7. Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of tenancy. If written lease, the owner's name and address must be in the lease.
8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.
9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

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## Tenant's Responsibilities

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The tenant must: (Sec. 5321.05(A), Ohio Revised Code)

1. Keep that part of the premises that he occupies and uses safe and sanitary.
2. Dispose of trash and garbage in a clean, safe and sanitary manner.
3. Use and operate all electrical and plumbing fixtures properly.
4. Comply with the requirements imposed on tenants by the applicable housing, health and safety codes.
5. Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice.
6. Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
7. Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
8. 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.

If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violation together with reasonable attorneys fees, termination of the rental agreement, or other necessary actions.

**Note: the tenant must be current in rent for legal remedies to apply.**

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## Rental Terms

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### Leases:

Leases are important; without it tenancy can be terminated or the rent raised by:

- a seven day notice if renting by the week,
- a thirty day notice if renting by the month.

Rights are protected even if there is no formal, written lease. The Ohio Law is still in effect. (Sec. 5321.17, Ohio Revised Code).

Remember:

- Read the lease
- Know what it says
- If in doubt, call an attorney.

Leases are protection for both the **tenant** and the **landlord**.

### Deposits

At the end of the lease or rental agreement, the landlord must return the deposit within **thirty** days after the tenant moves. Before the tenant moves, he/she must leave a **forwarding address** in writing with the landlord.

Any past due **rent** or **damages** the tenant caused may be withheld from the deposit.

The landlord must itemize each deduction in a written notice sent to the tenant.

If the landlord requires a security deposit in excess of one month's rent and also in excess of \$50.00, the landlord must pay 5% interest annually on the excess. Example: If the rent is \$150.00 and the security deposit is \$200.00 the landlord must pay 5% interest per annum on the \$50.00 difference between actual rent and security deposit. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months. (Sec. 5321.16, Ohio Revised Code).

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## Legal Rent Withholding for Repairs

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(Sec. 5321.07-5321.10, Ohio Revised Code)

If the tenant reasonably believes that the landlord has not fulfilled his duties, or that the premises have code violations affecting the health and safety of occupants, the tenant may take the following action:

1. Notify the landlord about conditions and request that they be corrected. The **written** notice (or letter) must be sent to the person or place where the tenant usually pays rent, if the landlord has given the required notice of his name and address. Send the notice by certified letter, **return receipt requested**. Keep a copy of the letter.
2. If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending on the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may:
  - a. Deposit all rent with the Clerk of the Municipal Court. Tenant does not need an attorney, and there is no filing fee.
  - b. File a law suit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use withheld rent to make repairs.)
  - c. Terminate the lease or rental agreement.

**It is important to note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of the fact at the time they make their rental agreement.**