

**IF YOU NEED ASSISTANCE, PLEASE CONTACT:**

Renee Muhlenkamp  
Mercer County Fair Housing  
101 N. Main Street  
Celina, OH 45822  
419-586-4209

Ohio Civil Rights Commission—Dayton Regional Office  
800 Miami Valley Tower  
40 West 4th Street  
Dayton, OH 45402  
937-285-6500

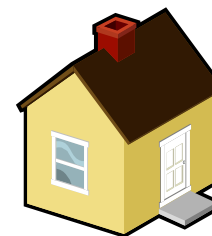
U.S. Department of Housing & Urban Development  
Region V  
HUD—Fair Housing & Equal Opportunity (FHEO)  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard Room 2101  
Chicago, IL 60604-3507  
1-800-765-9372  
COMPLAINT HOTLINE

Legal Aid of Western Ohio  
1-888-534-1432

Useful information regarding tenant rights can also be  
found at: [www.clevelandtenants.org](http://www.clevelandtenants.org)

LANDLORD-  
TENANT RIGHTS &  
RESPONSIBILITIES  
UNDER OHIO LAW

*MERCER COUNTY  
FAIR HOUSING OFFICE*



101 N Main Street  
Celina, Ohio 45822

419-586-4209

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The information found in this booklet is for reference purposes only. For additional information or specific interpretation of the law, please seek legal council.



## THREE (3) DAY EVICTION NOTICE (FOR NON-PAYMENT OF RENT ONLY)

(This form complies with the requirements of the Ohio Revised Code 1923.04 regarding the required three (3) day notice of eviction. Make sure the letter is addressed to each tenant who will be affected by this notice.)

Date: \_\_\_\_\_  
 Tenant’s Name: \_\_\_\_\_  
 Tenant’s Address: \_\_\_\_\_  
 \_\_\_\_\_

Dear \_\_\_\_\_:

The purpose of this letter is to ask you to LEAVE the premises now in your possession, situated in \_\_\_\_\_, Mercer County, Ohio, and known as \_\_\_\_\_ together with the lot of land on which these premises are located. You are being asked to leave for the following reason(s): \_\_\_\_\_  
 \_\_\_\_\_

Your compliance with this Notice within \_\_\_\_\_ days after its service will prevent any further eviction action against you.

Respectfully,

\_\_\_\_\_  
 Landlord’s Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone Number

**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.**

## LANDLORD NOTICE OF TERMINATION OF RENTAL AGREEMENT

(This form should be used in situations that do not involve a breach of lease where the landlord wishes to terminate the lease/rental agreement. Remember, the time periods used in this letter will depend on whether the lease term is week-to-week or month-to-month.)

Date: \_\_\_\_\_  
Tenant's Name: \_\_\_\_\_  
Tenant's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

The purpose of this letter is to inform you that your lease is being terminated in accordance with the Ohio Revised Code 5321.17. You have \_\_\_\_\_ days from the above date to vacate the premises.

Your failure to vacate the premises within the aforesaid time will force me to initiate eviction proceedings in accordance with state law.

Respectfully,

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
( )  
Telephone Number

## INTRODUCTION

The Ohio Tenant-Landlord Act of 1974 outlines the rights and responsibilities of both tenants and landlords. It does not apply to mobile home trailer parks (see Chapter 3733, Ohio Revised Code), owner-occupied condominiums, prisons, jails, workhouses or halfway houses, hotels, motels or tourist homes, hospitals or nursing homes, farm residences on two or more acres of land, or school dormitories.

The purpose of this guide is to provide general information and a basic understanding of residential landlord and tenant rights and responsibilities. Matters incident to the residential landlord / tenant relationship are complicated and involves legalities. This guide is not intended to serve as a substitute to provision of legal advice by trained experts, and landlords and tenants are urged to seek competent legal counsel as the same may be necessary to protect their rights and interests.

In many cases, simply knowing your rights will solve all of the problems. The law has its limits. Ohio statutes are written to protect residential tenants from unfair treatment by their landlords, but also to protect landlords from the unreasonable demands and inappropriate actions of their tenants. The law holds landlords to certain standards in the maintenance of residential rental units, but it also enforces the obligation of tenants to pay rent in full and when it is due. Landlords and tenants should be prepared to meet their respective obligations under the law, and, if necessary, to prove their case in court.



# FAIR HOUSING



The Ohio Civil Rights Act governs the enforcement of the Federal Fair Housing Amendments Act of 1988; which states that it is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap, military status, or familial status (presence of children) 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 terms of renting property, or in the provision of real estate brokerage services. Discrimination in rental practices often is disguised and may be difficult to identify. You should watch for the following:

- You are told the unit you want to rent is not available when it really is.
- You are offered different rental terms or conditions than someone else.
- You are being directed to rent in a particular neighborhood or facility in order to keep people of your particular race, color, religion, sex, national origin, or family status from obtaining a unit in a certain neighborhood or facility.
- You are told that no children are allowed.

## REQUEST TO ENTER PREMISES

(This letter could be used in a situation where a landlord has been unable to enter a rental unit in order to inspect, make ordinary repairs, decoration alteration or improvements, deliver parcels, supply necessary or agreed services, or exhibit the unit to actual or prospective purchasers, tenants, mortgagors, workmen, or contractors.)

Date: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Dear \_\_\_\_\_:

I would like to clarify the requirements according to the Ohio Revised Code 5321.04 governing rental properties for notice before entering your apartment. As a landlord, I must give you reasonable notice of my intent to enter your apartment and I must enter only at reasonable times. A twenty-four (24) hour notice is presumed to be reasonable notice. I have given you this notice. The law provides that if the tenant unreasonably withholds consent for the landlord to enter into the unit, the landlord may recover actual damages and obtain injunctive relief, together with the cost of the attorney's fees for the proceedings.

I will be pleased to arrange times mutually convenient with you for entry into your apartment. I will be contacting you to set an appointment. I hope that you will abide by this request and that we can establish a more effective working relationship.

Respectfully,

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone Number

**NOTICE OF FORWARDING ADDRESS**

(The tenant should provide the landlord with a forwarding or new address within thirty (30) days after termination of the lease rental agreement and on or before delivery of possession to the landlord.)

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

Please be informed that the forwarding address of the undersigned is:

Name: \_\_\_\_\_  
New Address: \_\_\_\_\_  
\_\_\_\_\_

This letter is being sent to you in accordance with RC 5321.16(B).

Respectfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

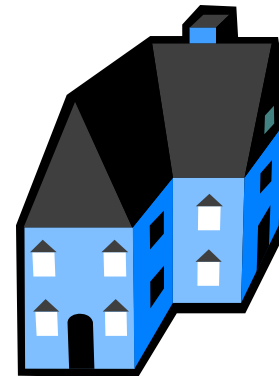
\_\_\_\_\_  
City, State, Zip

( )  
\_\_\_\_\_

Telephone Number

In the wake of the attacks of September 11, 2001, landlords and property managers have inquired about the legality of screening housing applicants on the basis of their citizenship status. In 2008 the National Commission of Fair Housing and Equal Opportunity delivered a report stating without the authority or expertise to determine an applicant's immigration status, the landlord may NOT refuse to rent or lease to anyone he / she "suspects could be an undocumented immigrant." Choosing this behavior is "likely to lead to racial and ethnic profiling and discrimination against people of color" on the part of the landlord.

Fair Housing laws apply to every person seeking shelter. Only the federal government has the right to regulate immigration. A landlord cannot and should not be placed in a position of asking anyone for their immigration status. Doing so could subject him / her to harsh penalties under federal, state, and local Fair Housing Laws.





## DISABILITY DISCRIMINATION

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities;
- Have a record of such a disability; or
- Are regarded as having such a disability

your landlord **may not:**

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near his/her apartment, if necessary, to assure that he/she can have access to his/her apartment.

Housing need not be made available to a person who is a direct threat to the health or safety of others, or who currently uses illegal drugs.

## PROTESTING RETALIATION

(This letter should be used when a tenant feels that the landlord is retaliating because the tenant has complained about conditions in the rental unit.)

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

The Ohio Landlord Tenant Law provides that a landlord may not increase rent, decrease services, threaten to bring an eviction, or evict a tenant because the tenant has complained to the landlord about the conditions in 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 engaged in protected activity, I believe that your action of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is retaliatory.

I hope that this letter will end the matter. However, I want you to know that I will take whatever action is necessary to defend my rights. The law provides for actual damages together with attorney's fees if there is a violation of the above section of the law.

Respectfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone Number

### ILLEGAL ENTRY TO PREMISES BY LANDLORD

(This letter can be used by a tenant to notify a landlord who has made an illegal entry upon the leased premises, that such entry is not acceptable, and that the tenant feels the landlord is abusing the right of access.)

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

I would like to clarify the requirement for notice before entering my apartment. According to the Ohio Revised Code 5321.04, you as the landlord may enter only at reasonable times. Twenty-four (24) hour notice is presumed to be reasonable. The law provides that if the landlord makes an entry in violation of this provision, the tenant may recover actual damages and obtain injunctive relief, together with attorney fees.

I will be pleased to arrange with you, or any of your staff, times for entry into my unit. Please feel free to contact me to set such appointments. I hope that you will abide by this request and that we can establish a more effective working relationship.

Respectfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip  
( )

\_\_\_\_\_  
Telephone Number

If you suspect you have been discriminated against, please contact your local Fair Housing Office or the Housing and Urban Development (HUD) office. You may file a housing complaint with HUD by:

- Completing their online complaint form
- Calling their toll free number 1-800-765-9372
- Writing a letter that includes:
  - \* Your name and address
  - \* The name and address of the person your complaint is about
  - \* The address of the house or apartment you were trying to rent or buy
  - \* The date when this incident occurred
  - \* A short description of what happened

Then mail it to:  
Office of Fair Housing & Equal Opportunity (FHEO)  
U.S. Dept. of Housing and Urban Dev. Region V  
77 W Jackson Blvd. Room 2101  
Chicago, IL 60604-3507

HUD will investigate the complaint at no charge to you. You have one (1) year after an alleged violation to file a complaint with HUD, but you should file as soon as possible. For more fair housing information, visit the web site for HUD's Office of Fair Housing and Equal Opportunity at [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).



# THE RENTAL AGREEMENT

A rental agreement is a lease or contract and can be written, oral, or implied. It is recommended that a signed rental agreement be negotiated in order to better define your rights and duties under the law, as well as your landlord's. Rental agreements also protect you from indiscriminate rent increases or termination of tenancy. Without a signed rental agreement rent can be increased, or the agreement terminated, with only a seven (7) day notice if you rent by the week or a thirty (30) day notice if renting by the month. If you do **not** have a rental agreement you should:

- Get the name and address of the landlord.
- Know when and where rent is to be paid.
- Know the utilities you will pay and the utilities the landlord will pay.
- Discuss garbage removal, snow removal, and grass cutting.
- Have a witness who would testify regarding any oral agreement.

## TENANT NOTICE OF TERMINATION OF RENTAL AGREEMENT

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

Pursuant to our rental agreement and Ohio law, you are hereby notified that I intend to terminate my rental agreement of the premises located at \_\_\_\_\_, \_\_\_\_\_, Ohio, effective \_\_\_\_/\_\_\_\_/\_\_\_\_. 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.

Respectfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
( )

\_\_\_\_\_  
Telephone Number



## FAILURE TO REMEDY CONDITIONS TENANT TO VACATE UNIT

(This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant wishes to exercise their right to vacate the premises.)

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

On \_\_\_\_/\_\_\_\_/\_\_\_\_, I sent you a letter indicating that the following conditions existed in my apartment and common areas:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

These items remain uncorrected.

Under the Ohio Tenant Law {Ohio Revised Code 5321.07(B) (3)}, I have the right to terminate our rental agreement if I have given you written notice of the aforesaid conditions and you fail to remedy them within a reasonable time. Since you have failed to do so, I am moving out of the premises located at \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, Ohio, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Please send my security deposit of \$\_\_\_\_\_ to me at the following address: \_\_\_\_\_, \_\_\_\_\_, Ohio, \_\_\_\_\_. Under the Ohio Landlord Tenant Law, I am entitled to the return of my security deposit within thirty (30) days of the termination of this agreement.

Respectfully,

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Address  
(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

## INSPECTION

Before signing the rental agreement and paying any non-refundable deposit, the tenant and landlord should inspect the property together. A detailed record of the condition of the property, including the yard if renting a house, should be made. This not only protects the tenant from being charged for damages which were not caused by the tenant or which were not caused during his/her tenancy, but provides the landlord with a list of problems needing correction. If possible, videotape or take pictures of the interior and exterior of the home noting any problems. If you see things in the rental unit that need repaired, it is a good idea not to move in until the repairs are made. If you cannot wait, but the landlord promises to make the repairs, write your own dated list of repairs to give to the landlord. Always keep a copy for yourself. If the landlord promises to pay a tenant to make repairs or to reimburse the tenant for the cost of repairs, it is important that the tenant secure from the landlord the landlord's written indication of what the landlord is agreeing to pay.

The landlord may schedule routine inspections of the property during your tenancy. A minimum of 24 hours notice of the landlord's intent to enter and inspect the property must be given to the tenant.

In case of any emergency the landlord may enter the property without notice.



## DEPOSIT/SECURITY DEPOSIT

A Security Deposit collected from the tenant and held by the landlord acts as an insurance policy against damages to the property or for unpaid rent. An amount equal to one (1) month's rent is a typical deposit, but any amount may be required. If the deposit is in excess to one (1) month's rent and the tenant occupies the property longer than six (6) months, the amount over is entitled to interest. For example, if the rent is \$400 and the deposit is \$500, interest is due to the tenant on the \$100 excess.

## RECOVERING THE SECURITY DEPOSIT

After moving out, the tenant has a right to a refund of his/her security deposit, less any damages to the unit and unpaid rent. The tenant is not liable for normal usage or normal wear and tear to a property. Prior to moving out, the tenant should give proper notice and include a forwarding address. (A form is included at the end of this booklet.) The landlord is required to return the balance of the security deposit within thirty (30) days of the tenant's vacating the unit. If the amount returned is not the full deposit, the landlord must provide a written itemized statement of damages and past due rent.

If the security deposit and statement is not returned to the tenant within thirty (30) days, the tenant can sue for as much as twice the amount the landlord should have paid, plus the tenant's attorney fees. The interests of the tenant may be well served by securing legal advice and assistance from a competent attorney before initiating legal action.



## FAILURE TO REMEDY CONDITIONS TENANT TO ESCROW RENTAL PAYMENTS

(This letter should be used when a landlord has filed to remedy conditions within a reasonable time period and the tenant will be depositing the rent with the court of jurisdiction in an escrow account. To deposit rent in this manner, the tenant must be current with their rent. This letter should be sent to the address where the tenant normally pays the rent.)

Date: \_\_\_\_\_  
 Landlord's Name: \_\_\_\_\_  
 Landlord's Address: \_\_\_\_\_  
 \_\_\_\_\_

Dear \_\_\_\_\_:

On \_\_\_\_/\_\_\_\_/\_\_\_\_, I sent you a letter indicating that the following conditions existed in my apartment and common areas:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

These items remain uncorrected.

Under the Ohio Landlord Tenant Law {Ohio Revised Code 5321.07 (A)}, I have the right to withhold payment of rent to the landlord under the following circumstances:

1. If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04(A).
2. If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
3. If the conditions of the premises are such that the tenant reasonably believes that the landlord has failed to fulfill any obligations.
4. If a government agency has found that the premises are not in compliance with building, housing, health, or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of an occupant.

I will be depositing my rent payments with the court of jurisdiction until the items are repairs.

Respectfully,

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Signature Telephone Number

### NOTICE TO REMEDY CONDITIONS

(This letter may be sent to a landlord when requesting that repairs be made.)

Date: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, section 5321.04(A). I am requesting that the following repairs be made to the unit I occupy at \_\_\_\_\_; \_\_\_\_\_, Ohio:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
( )  
\_\_\_\_\_  
Telephone Number

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

- Keep rent receipts.
- Give a minimum of thirty (30) days notice, in writing, of intent to vacate.
- Correct any damages to the property made during your tenancy.
- Request the landlord to inspect the property with you. You may want to take pictures and/or have a witness with you during this inspection. Also, it is best to use the same checklist when moving out as when you moved in.
- Return all keys to the landlord and provide him/her with your forwarding address in writing.
- Make a record of the landlord's full name and business address.
- Within thirty (30) days, the landlord is required to return the deposit or send a written statement explaining in detail why the deposit (or any part of it) is not being returned.



# TENANTS' RESPONSIBILITIES

## Tenants must:

- Pay their rent in full when due.
- Keep the property safe, sanitary, and clean.
- Keep all plumbing fixtures clean and free flowing.
- Use electrical and plumbing fixtures properly.
- Refrain from damaging the property or permitting others to do so.
- Keep appliances in good working order as outlined by the lease.
- Allow the landlord to inspect or show the property and to make repairs at reasonable times with at least 24 hour notice, or immediately in case of emergency.
- Comply with all local housing, health, and safety codes.
- Dispose of trash in the proper manner.
- Conduct yourself in a manner that does not disturb any neighbors.
- Comply with state or municipal drug laws in connection with the premises, and require household members and guests to do the same.



# REQUEST FOR REFUND OF SECURITY DEPOSIT

Date: \_\_\_\_\_  
 Landlord's Name: \_\_\_\_\_  
 Landlord's Address: \_\_\_\_\_  
 \_\_\_\_\_

Dear \_\_\_\_\_:

This letter will serve as my request for the return of my security deposit in the amount of \$\_\_\_\_\_. Please return the deposit to the following address: \_\_\_\_\_;  
 \_\_\_\_\_.

This letter is being sent to you in accordance with the Ohio Revised Code 5321.16(B) and will serve to notify you that I expect the return of my security deposit. Your failure to return my security deposit to me will cause me to pursue appropriate legal remedies, which may include double damages and reasonable attorney's fees.

Respectfully,

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_

\_\_\_\_\_  
 Telephone Number

APARTMENT CHECKLIST (continued)

<u>BEDROOMS</u>	(1)	(2)	(3)	(4)
Door	_____	_____	_____	_____
Floor	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Windows	_____	_____	_____	_____
Shades/Curtain Rods	_____	_____	_____	_____
Lights	_____	_____	_____	_____

UTILITY ROOM—BASEMENT

Furnace	_____
Washing Machine	_____
Floor Drain	_____
Walls	_____
Ceiling	_____
Floor	_____
Lights	_____
Hot Water Tank	_____

OTHER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TENANT SIGNATURE: \_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# TENANTS' RIGHTS AND REMEDIES

**Rent Escrow:**

If your landlord does not comply with his/her obligations, you have a right to escrow your rent with the court. You as the tenant do **not** have the right to stop paying rent. To do so voids your protection under the law. In order to escrow rent, a tenant must:

- Pay rent up to date.
- Request in writing the repairs needed. (A form is included in this booklet.)
- If the landlord fails to make the repairs within thirty (30) days, or within a reasonable time in case of an emergency, the tenant can:
  1. Escrow rent by depositing it with the clerk of the appropriate municipal or county court on or before the normal rent due date.
  2. Ask the court to direct that the repairs be made, to reduce the rent, and to release some of the money for making repairs.
  3. 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 three (3) or fewer rental units and delivered written notice of this fact to the tenant upon moving in.

If the landlord fails to disclose his/her name and address, and the name and address of his/her agents, then the landlord gives up the right to a notice before the tenant takes legal action.

# LANDLORDS' RESPONSIBILITIES

## Landlords must:

- Assure that the property complies with all building, housing, and health codes which significantly affect health and safety. Many communities have housing inspectors who can 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 to make the property livable. This includes keeping all electrical, plumbing, and heating and ventilation systems in good working order.
- Supply adequate 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 twenty-four (24) hours notice before entering your apartment or house except in case of emergency, and only at reasonable times in a reasonable manner. He/she may not abuse his/her 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 their trespassing.
- Provide garbage cans and arrange for trash removal if the landlord owns four (4) or more residential units in the same building.

# APARTMENT CHECKLIST

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## KITCHEN

Stove \_\_\_\_\_  
Sink \_\_\_\_\_  
Refrigerator \_\_\_\_\_  
Faucets \_\_\_\_\_  
Shades \_\_\_\_\_  
Cabinets \_\_\_\_\_  
Walls \_\_\_\_\_  
Lights \_\_\_\_\_  
Floor \_\_\_\_\_

## LIVING ROOM

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Lights \_\_\_\_\_  
Shades/Curtain Rods \_\_\_\_\_  
Floor \_\_\_\_\_  
Door Bell \_\_\_\_\_  
Windows \_\_\_\_\_

## BATHROOM

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Lights \_\_\_\_\_  
Bathtub \_\_\_\_\_  
Sink \_\_\_\_\_  
Faucets \_\_\_\_\_  
Commode \_\_\_\_\_  
Medicine Cabinet \_\_\_\_\_  
Floor \_\_\_\_\_

***In all public housing programs, the landlord may not evict a tenant unless he has good cause. That means a landlord may not simply give you thirty (30) days to move. The landlord must have a legally valid reason.***

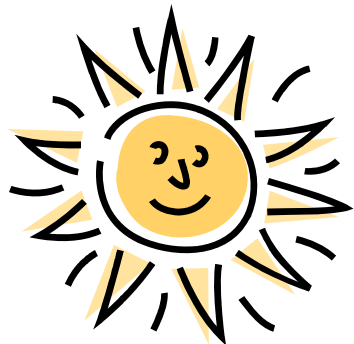
Tenants in public housing who rent directly from the Housing Authority also have a **grievance procedure** that permits them to challenge actions by the Housing Authority. Grievances may be filed about any problem, including inadequate maintenance, improper charges for damages, which were not caused by the tenant, and challenges to an attempted eviction.

## SUMMARY

Nearly everyone rents an apartment or house at some point in their life. If this is your first time renting, or even if you are a seasoned renter, you may find you have many questions after reading this booklet. If so, you may contact the Mercer County Fair Housing Office, or seek legal assistance.

In summary, it is extremely important to:

- know your rights and responsibilities as a renter;
- have a signed rental agreement with the landlord;
- do a thorough inspection prior to moving in and again when moving out;
- keep copies of all correspondence and rent payments;
- understand and comply with all terms of the rental agreement—ask questions, get answers;
- maintain the property as if it were your own;
- give proper notice when moving out; and



- seek legal assistance when necessary.

The more you understand about your obligations and rights, the more rewarding the experience will be.

## Landlords cannot:

- Shut off utilities or other services, change the locks, remove doors or windows, or threaten to do any of these unlawful acts in an attempt to evict tenants.
- Seize tenants' possessions to recover unpaid rent.
- Prevent you from exercising your rights as a tenant by increasing your rent, decreasing your services, bringing or threatening to bring an eviction because you have complained to him/her, or to the city, about a code violation or because you participated in a tenants' union.
- Enter your apartment or house whenever he wants to, or repeatedly demanding to enter even though proper notice has been given.
- Refuse to rent to tenants because of their race, color, religion, national origin, citizenship, military status, sex, or handicap.



Even if a tenant is behind on rent, a landlord has no right to do any of the above. If he/she does anyway, he/she can be sued for damages and forced by court order to restore utility services, remove padlocks, and/or to return tenants' property or rent to the person discriminated against. Punitive damages can also be assessed against landlords who deliberately or maliciously violate the law. It may prove beneficial to the interests of the tenant to consult with legal counsel.

## LANDLORDS' RIGHTS AND REMEDIES

A landlord can sue a tenant for money damages, termination of the rental agreement, and eviction from the property if the tenant fails to fulfill his/her duties as outlined in the rental agreement.

Without a rental agreement, a landlord can simply give the tenant thirty (30) days notice to vacate if the tenant pays rent monthly, or seven (7) days if tenant pays weekly.

With a rental agreement, the tenant can stay until the agreement expires, unless the landlord claims a violation of the rental agreement or one of the tenants' obligations. At the end of the rental agreement, providing there has been no violations, a tenant can stay unless the landlord gives thirty (30) day notice to move.

### A landlord can evict a tenant when:

- Tenant fails to pay rent when due.
- Tenant violates important terms of the rental agreement.
- Tenant stays in the apartment after rental agreement has expired, without paying rent.
- Landlord give a thirty (30) day notice to move and tenant stays in the apartment past the deadline.
- Tenant fails to comply with proper notice to correct health and safety violations. (Written notice must be given to the tenant stating specific violations. The tenant then has thirty {30} days to correct the situation.)
- Tenant refuses to allow landlord reasonable access to the unit.
- Tenant files a complaint against the landlord to governmental agency about housing violations which were actually caused by the tenant and/or guests.
- 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.

## THE EVICTION PROCESS

1. A landlord must give the tenant a "Notice to Leave the Premises." This will tell the tenant to move out, usually in three (3) days, or else an eviction action may be started. **The tenant does not have to move out in three (3) days.** If the tenant agrees with the reason the landlord states for wanting them to leave they should begin looking for a new apartment. If the tenant thinks they have a good defense or disagrees with the landlord's reasons then they should consult an attorney.
2. Anytime later than three (3) days after the tenant receives the notice, the landlord can go to the Municipal Court and begin an eviction lawsuit. A hearing will be scheduled. The tenant will receive a copy of a "Summons in Action for Forcible Entry and Detainer" and a "Statement of Claim" which will give the reasons for the eviction.
3. At the hearing, the tenant and the landlord will both be able to present their case. If the judge/referee agrees with the landlord that there is a legal reason to evict, he/she will order that the tenant is evicted.
4. If the landlord wins the lawsuit **the tenant will have to move.** If the tenant is not out within the allotted time, a bailiff can legally move the tenant and their property into the street.

## A NOTE ON PUBLIC HOUSING PROGRAMS

Tenants who live at any Metropolitan Housing Authority projects, who rent through the Section 8 Program, or who live in other government subsidized housing have all the same rights as other tenants and additional rights, too.