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TENANT/LANDLORD RIGHTS AND OBLIGATIONS

The following information applies to most tenants who pay rent for a place to live, although there are exceptions (including, for example, those who pay rent to live in nursing homes, hotels and motels, and university-owned student rentals). Also, there is a different landlord-tenant law that applies to those who live in a manufactured or mobile home park.

What are my rights as a tenant?

A tenant is any person who occupies or possesses the residential property of another under a rental agreement.

As long as you, the tenant, do what the rental agreement and/or the law requires you to do, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a government agency about your landlord's violation of housing laws or regulations that affect health and safety.
- You have the right to complain to your landlord if he or she fails to perform any legal duties. If you complain and the landlord retaliates against you by increasing rent, decreasing services or seeking to evict you for taking such action, the landlord has violated the law. There are legal remedies to stop or punish retaliation.
- You have the right to join with other tenants to bargain with your landlord about the terms of the rental agreement.
- You have the right to know the name and address of the owner of your residential premises and that of the owner's agent, if there is one. This information must appear either in your written lease or be given to you in writing at the beginning of your tenancy if the rental agreement is oral. If your landlord fails to provide this information, you do not have to provide a notice to your landlord before you escrow your rent with the court.
- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons and without notice in certain emergency situations.
- If the landlord has received a written complaint from you about the premises, you have the right to have repairs made within 30 days or less (depending on the severity of the housing conditions) for conditions that significantly affect health and safety. In the case of actual emergency, your repairs can be required to be made immediately. If the landlord fails to make repairs within a reasonable time (not more than 30 days), you, as a tenant, may have a right to escrow your rent, get a court order for repairs to be made, and/or ask the court to reduce your rent. You also may terminate the rental agreement and move out.

Escrowing your rent means taking your next monthly rental payment and, instead of paying your landlord, depositing it with the clerk of the municipal or county court in the county where you reside. However, if your rent is due on the first of the month and you give your landlord the written complaint notice on the 15th of the month, you still will have to pay rent to the landlord on the first of the following month. You can escrow your rent only after having waited the full 30 days (unless there is an emergency such as lack of heat in the winter or lack of water). You must deposit your rent into escrow at the same time you would normally pay your rent to your landlord.

Warning: If you do not follow the proper escrow procedure, you can be evicted.

- You may not use the remedy of escrowing rent if either you receive written notice when you move in that the landlord owns three or fewer dwelling units or you are not current in your rental payments.
- Your furnishings or possessions may not be seized by the landlord for the purpose of recovering rent payments.

What are my obligations as a tenant?

As a tenant, you must meet the following obligations:

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- Comply with the standards imposed by all state and local housing, health and safety codes.
- Refrain from and prevent family, friends or guests from damaging the rental premises.
- Keep the premises safe and sanitary.
- Keep plumbing fixtures in the dwelling unit as clean as their condition permits.
- Dispose of all garbage in a safe and sanitary manner.
- Operate all electrical and plumbing fixtures properly.
- When the rental agreement requires the landlord to supply appliances, you, the tenant, must keep such appliances in good working order by using them appropriately, keeping them clean and reporting malfunctions for repair.
- Cause no disturbance and forbid family, friends and guests to disturb your neighbors.
- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs, or show the property to prospective buyers or renters. In cases in which you agree, in emergencies, or if the landlord needs to deliver large parcels, 24 hours' notice is not required.
- See that controlled substances (such as drugs) are not illegally used on the property.
- Do not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool or child daycare center.

The tenant cannot change any of these legal duties. However, the landlord may agree to assume responsibility for fulfilling any of these tenant duties.

What are my rights as a landlord?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You, as a landlord, can rent your property for any amount you desire. Unless you have a lease (written or oral) that provides for a fixed rent for the term of the lease, you can increase rents in any amount, upon giving adequate notice.
- Subject to the provisions of Ohio's Fair Housing Act, you may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with state law. You may, in fact, refuse to rent to anyone, provided you do not discriminate against a tenant because of the tenant's race, color, religion, sex, military status, disability or family status, ancestry or national origin.
- You may evict the tenant for nonpayment of rent, or for breaking any significant conditions that you have agreed on. Written notice of the intent to file an eviction action must be given to the tenant before you file such an action in court. For nonpayment and some other reasons, the notice must be given at least three days before the eviction is filed or the court will dismiss the case. In other cases, you must give the tenant 30 days to correct the violation before you can begin an eviction action. Don't count the day the notice is given, and/or weekends and holidays and wait until *after* the third day.
- If a tenant violates his or her duties under the law in a way that materially affects health and safety, you must notify the tenant in writing in an attempt to solve the problem before you file an eviction.
- After reasonable notice to the tenant, you have the right to enter the dwelling unit to inspect, repair, make improvement or supply services, or show new tenants the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, *except for ordinary wear and tear*.

What are my obligations as a landlord?

The landlord has certain obligations whether or not they are written into a rental agreement. You, as landlord, cannot change them or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of these obligations under any circumstances.

As a landlord, you must do the following:

- Comply with all the standards of housing and health codes that significantly affect health and safety.
- Make all repairs and keep the rental premises in a livable condition.
- Keep all common areas of the premises in a safe and sanitary condition.
- Maintain in good working condition all electrical, plumbing, heating and air conditioning systems and fixtures and/or appliances that you have supplied or are required to supply.
- When you own four or more units in the same building, provide and maintain trash receptacles and remove all trash.
- Supply running water, reasonable amounts of hot water and reasonable heat at all times. The tenant may be required to pay any or all utility bills *for his or her unit* (apartment or house).
- Terminate the lease of a tenant illegally using or permitting the use of controlled substances on the property.
- Not abuse your right to enter the property for legitimate reasons; if this right is abused, you have invaded the tenant's privacy.
- Not attempt to evict a tenant without a court order by changing the locks, terminating utility service or removing the tenant's belongings.
- Register with the auditor of the county in which the property is situated, providing your name, address and telephone number. (If you are an owner who does not reside in Ohio, or if you own the property in the name of an entity that is not registered with the Ohio Secretary of State, you must name an Ohio resident as agent for service of process).

A landlord may be liable to a person who is injured in an area the landlord controls or as a result of failure to maintain and repair certain basic items as required by law or the lease. If there is a written rental agreement, you, as a landlord, are required to give the tenant your name and address *and* the name and address of your agent, if any. If there is an oral rental agreement, you are required to furnish the same information in writing to the tenant when the tenant moves in. *If you fail to provide this information, you waive the right to receive a notice of the conditions before the tenant escrows the rent.*

What is a rental agreement?

A rental agreement or lease is a written or an oral contract between persons. A properly written agreement will eliminate most of the misunderstandings and problems that commonly arise between a landlord and a tenant. A written rental agreement benefits and protects both parties, and is a good way to do business. Your written agreement may create a tenancy from week to week, month to month or year to year. For your protection, either as a landlord or as a tenant, it is usually wise to specify the exact manner in which the rental agreement may be terminated. If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the day of termination. Both parties may end a month-to-month tenancy by giving the other party at least one month's notice before the end of the current monthly term.

A landlord may not limit or escape responsibility or liability by using contract clauses in a rental agreement signed by the tenant. If such a clause appears in any rental agreement, it cannot be used against the tenant. Similarly, a landlord may not enforce any agreement that makes the tenant responsible for paying attorney fees, unless the landlord-tenant law specifically allows for such collection in a particular situation.

Ordinarily, a rental agreement is prepared by the landlord. For this reason, any doubtful, confusing, or unclear terms are decided against the landlord and in favor of the tenant.

Under Ohio law, both tenants and landlords may recover damages and, in a few situations, reasonable attorneys' fees, for the unlawful act of the other party.

How do I get back my security deposit?

When a tenant moves out at the end of a rental agreement, there are certain rules for both the tenant and the landlord to follow.

The tenant should return to the landlord the key and leave the premises in as good a condition as they were when the tenant moved in. This requires the tenant to leave the premises as he or she found them, and make any repairs needed to restore the premises to that condition. The tenant is not responsible for ordinary wear and tear on the premises.

After the tenant moves out, any of the tenant's money or property that the landlord holds as a security deposit can be applied to back rent or to damages the landlord has suffered as a result of the tenant's actions. The landlord must return the balance to the tenant, whether or not the tenant leaves a new or forwarding address. (It is the tenant's responsibility, however, to collect the money if no forwarding address is provided.)

Assuming the tenant gives the landlord a new or forwarding address within 30 days after leaving, the landlord must return to the tenant within 30 days all money remaining after lawful deductions. If the landlord does not return the money owed by that time, a tenant can file a claim with the court. The court can then order the landlord to pay the tenant twice the money owed plus attorney fees.

Who owns what?

In general, unless otherwise agreed, "fixtures" belong to the landlord. Fixtures include parts of the building such as sinks, furnaces, water heaters and other equipment that is either built-in or fastened to the property. Obviously, anything a tenant brings onto the premises that does not become a fixture, belongs to the tenant and may be removed by the tenant at the termination of the lease.

Do I need an attorney?

This information is based on Ohio law and is issued to inform you, not to advise you about your particular case. As a landlord or tenant, you should not try to apply or interpret the law without the help of an attorney who knows the facts, because the facts may change the application of the law. Low-income tenants may qualify for free legal services from legal aid programs, which are available in all Ohio counties. To get in touch with a legal aid provider near you, call 1-866-LAW-OHIO.

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Ohio State Bar Association
PO Box 16562
Columbus, OH 43216-6562
(800) 282-6556 or (614) 487-2050
www.ohiobar.org

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