



*Helping Older Persons With
Legal & Long-Term Care
Problems*

Tenant Rights In Private Housing

1. What is private housing?

Private housing is housing that is owned, operated and managed by private individuals. It is not public or subsidized housing. Private housing includes houses, apartments and mobile home parks. It does not include prisons, hospitals, nursing homes, rest homes, hotels or condominiums.

2. What types of tenancies exist?

A tenancy can be week-to-week, month-to-month or for a definite period of time as specified in the rental agreement. The rental agreement can be oral or in writing. Tenancies for fixed terms of one year or longer must be in writing and are usually called a lease.

A lease or rental agreement is any written agreement, which establishes the terms, conditions and rules about the use and occupancy of the premises by a tenant. It is important to know what type of tenancy you have because each tenancy is terminated differently.

3. What is the Landlord and Tenant Act?

The Ohio Landlord and Tenant Act governs all rights, obligations and solutions available to landlords and tenants. The Act becomes part of any lease or rental agreement between a landlord and a tenant.

If the rental agreement terms violate or are inconsistent with the Act, they cannot be enforced. Under the Act, if you are a tenant, your landlord cannot shut off your utilities or lock you out to regain possession of the premises. If you don't pay the rent, your landlord cannot take your furnishings or possessions as payment. If a landlord violates these restrictions, he or she may be required to pay you for any damage. If you hire a lawyer in any of these situations, the landlord may also be required to pay your reasonable attorney fees.

4. What are the landlord's duties and obligations to the tenant?

Landlords must follow all building, housing, health and safety codes, which are critical to health and safety. They must make necessary repairs, keep buildings and common areas clean and safe and maintain all electrical, plumbing, sanitary, heating, air conditioning, and ventilating fixtures and appliances and elevators. Landlords must also supply heat and running water.

Landlords must also give you 24 hours notice if they are going to enter your residence and can enter only at reasonable times, unless there is an emergency.

5. What are the tenant's duties and obligations?

Tenants must keep their premises clean and safe, and must use and operate all electrical and plumbing fixtures properly. Tenants and their household members and guests cannot (a) damage or remove any part of the premises; (b) disturb neighbors or (c) engage in any drug-related criminal activity on the premises.

6. What should I do if my landlord refuses to make repairs?

Give the landlord a written notice that lists the problems. Send the notice to the place where you usually pay your rent.

If your landlord doesn't make the repairs within 30 days and you are up to date in your rent payments, you can escrow (deposit) your rent with the Clerk of the Municipal or County Court in your county.

You can also ask the court for an order to do one of three things: (a) direct the landlord to make the repairs or fix the problem; (b) lower your rent until the repairs are made; or (c) use the rent you deposited to make the repairs. You may also be able to end the rental agreement.

7. When can my tenancy be ended?

This depends on the type of tenancy. If you have a tenancy for a fixed term (usually a year) under a lease or written rental agreement, your tenancy can be ended by you or your landlord when the lease expires. However, the lease may require you to give your landlord a written notice before your lease is up, saying that you plan to move out when your lease ends.

If you or the landlord want to end a month-to-month tenancy, a lease for no fixed term, each of you must give notice to the other at least 30 days before the next rental date.

If you violate your rental agreement or engage in criminal action, the landlord may give you a 3-day notice terminating your tenancy.

If you violate anything in the Landlord and Tenant Act that seriously affects health and safety, your landlord can end your tenancy or the lease by giving you a 30-day written notice. This

notice must explain your violation and that you have 30 days to fix the problem before the tenancy ends. If you don't take care of the problem, then your tenancy will terminate in 30 days.

Once your tenancy has terminated, you no longer have any right to remain on the property and you may be evicted.

8. What are my rights if I live in a mobile home park?

Mobile home park operators must offer the mobile home owners who are leasing park lots a written one-year rental agreement with the option to renew. The agreement must include the name and address of the owner and his agent, if any.

Park operators must fully explain in writing all charges, rental fees and rules before you sign the rental agreement and move in. If a park operator doesn't tell you about all fees or charges, he or she cannot collect them. Park operators cannot increase rental fees until the end of the lease term and only after 30 days notice.

If you own a mobile home, you have the right to sell it as long as you give the park operator notice of your plans ten days ahead of time. If any of these conditions is violated, you may be able to recover damages and reasonable attorney's fees from the park operator. You can also end the rental agreement.

If you violate any mobile home park rules, the park operator can give you written notice, which describes the violation and gives you 30 days to fix the problem. If you don't, the rental agreement can be terminated. If you fix the condition described in the notice, then the rental agreement will continue.

9. What reasons may be used to evict a tenant?

Any time the tenancy has terminated as described in paragraphs 7 or 8 the tenant can be evicted after the landlord has served the tenant with an eviction notice.

10. What rights do I have if I am threatened with eviction?

The landlord must give the tenant an eviction notice. It does not take effect until three days after it is delivered. The notice must be delivered by certified mail, by handing a written copy to you or by leaving it at your residence.

It must state this:

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 advice.

If the tenant does not leave at the end of 3 days, the landlord may file a court action. The tenant will be served with a copy and notified on the Summons of the hearing date. At the hearing, if the court agrees with the landlord, the court will give the tenant up to 10 days to move out.

11. How can I protect my security deposit?

Typically, you are required to leave the premises clean and undamaged. Reasonable wear and tear is acceptable. When you move in, make a list of all existing damages and give the landlord a copy so you won't be charged.

Your landlord is required to return your security deposit and give you a written notice telling you what items have been deducted from your security deposit, within 30 days after the rental agreement ends and the landlord has taken possession of the premises. If your landlord does not do this, you can recover the amount of the security deposit that is owed to you, plus damages equal to what was wrongfully withheld from you and reasonable attorney's fees. However, you must provide the landlord with your new address and should do so in writing, keeping a copy for your records.

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Pro Seniors' Legal Hotline for Older Ohioans provides free legal information and advice by toll-free telephone to all residents of Ohio age 60 or older. If you have a concern that cannot be resolved over the phone, then the hotline will try to match you with an attorney who will handle your problem at a fee you can afford.

In southwest Ohio, Pro Seniors' staff attorneys and long-term care ombudsmen handle matters that private attorneys do not, such as nursing facility, adult care facility, home care, Medicare, Medicaid, Social Security, protective services, insurance and landlord/tenant problems.

This pamphlet provides general information and not legal advice. The law is complex and changes frequently. Before you apply this information to a particular situation, call Pro Seniors' free Legal Hotline or consult an attorney in elder law.

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