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Tenant Rights in Private Housing

What Is Private Housing?

Private housing 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 or hotels.

What Is A Tenancy?

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 referred to as a "lease."

A lease or rental agreement is any written agreement that 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.

What Is Ohio's Landlord-Tenant Act?

The Ohio Landlord-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, a landlord cannot exercise "self help", such as shutting off the tenant's utilities or locking one her out to regain possession of the premises. Even if the rent is not paid, the landlord cannot take the tenant's furnishings or possessions as payment. If a landlord violates these restrictions, he may be required to pay the tenant damages and court costs. If the tenant hires a lawyer in any of these situations, the landlord may also be required to pay the tenant's reasonable attorney fees.

What Are The Landlord's Duties And Obligations To The Tenant?

Landlords must follow all building, housing, health and safety codes that 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 working heat and running water. Landlords must give you 24 hours advance notice if they are going to enter your residence and can enter only at reasonable times, unless there is an emergency.

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:

1) damage or remove any part of the premises;
2) disturb neighbors; or
3) engage in any drug-related criminal activity on the premises.

What Should I Do If My Landlord Refuses To Make Repairs? Give the landlord a written list of the problems. Send the notice certified mail to the place where you usually pay your rent and keep a copy for your records. If your landlord doesn't make repairs within 30 days and you are up to date in your rent payments, you can escrow (deposit) your rent with the Clerk of your local Municipal or County Court. You can also ask the court for an order to do one of three things:

1) direct the landlord to make repairs;
2) lower your rent until repairs are made; or
3) use the rent you deposited to make the repairs. You may also be able to end the rental agreement.

When Can My Tenancy Be Ended?

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 ends stating you plan to move out, otherwise the lease may automatically renew. If you or the landlord want to end a month-to-month tenancy notice must be given to the other party at least 30 days before the next rental due 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 Act that seriously affects health and safety, your landlord can give you a 30-day written notice. This notice must explain your violation and that you have 30 days to fix the problem or your tenancy will end. If you don't fix the problem within those 30 days, then your tenancy will terminate.

Once your tenancy has terminated, you no longer have a right to remain and you may be put out.

What Are My Rights If I Live In A Mobile Home Park?

Mobile home park operators must offer the mobile homeowners 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 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 charges, he cannot collect them.
Park operators cannot increase rental fees until the end of the lease term after 30 days' notice.
You have the right to sell your mobile home as long as you give the park operator 10 days' notice of your plans.

If any of these conditions are 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 a written notice that 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.

What Reasons May Be Used To Evict A Tenant?

A landlord can initiate a court action for eviction if:

1) The tenant has not paid rent;
2) The tenant's lack of reasonable care violates building, health, or safety codes;
3) The tenant's lease has expired but the tenant doesn't vacate the rental; or
4) The tenant is in violation of the sex offender registry law. Additionally, a landlord cannot retaliate by increasing rent, decreasing services, threatening to evict or evicting a tenant for making a complaint to the landlord or to a governmental agency.

What Rights Do I Have If I Am Threatened With Eviction?

If the landlord (or mobile park operator) believes that you have materially disregarded a requirement of the lease or health and safety concern, the landlord may deliver a written notice of his concerns. If the notice identifies an obligation that materially affects health and safety, you will have thirty days to correct the problem. If the problem is not corrected, then the landlord may evict.

The landlord cannot take matters into his own hands by changing the locks or removing your possessions. The landlord must use the court's eviction proceedings to retake possession.

The court eviction process provides additional protections. Adequate notice must be given to you three days before beginning any eviction action. The notice must be sent by certified mail or left on the tenant's property. If the tenant does not vacate the rental unit, then the landlord may file a complaint in court requesting a writ of eviction. If granted, the judge will order the tenant to move out, usually within seven days after the court hearing.

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 and take photos of all existing damages and give the landlord a copy. Take photos of the apartment when you leave to show its condition.

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

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