



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

# **Tenant Rights In Private Housing**

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## ***1. 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. [\[1\]](#)

## ***2. 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.” [\[2\]](#)

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 the type of tenancy because each tenancy is terminated differently. [\[3\]](#)

## ***3. What Is Ohio’s Landlord — Tenant Act?***

The Ohio Landlord — Tenant Act [\[4\]](#) governs all rights, obligations and solutions available to landlords and tenants. The Act is part of all leases and rental agreements 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 shut off the tenant’s utilities or lock 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. [\[5\]](#) 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. [\[6\]](#) [\[7\]](#) [\[8\]](#)

#### ***4. 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. [\[9\]](#)

A landlord must give 24 hours advance notice if he is going to enter the rental unit and can enter only at reasonable times, unless there is an emergency. [\[9\]](#) If the landlord enters without 24 hour notice, enters the unit in an unreasonable manner or makes repeated demands for entry with the effect of harassing the tenant, then the tenant may recover actual damages, obtain injunctive relief and obtain a judgment for reasonable attorney's fees or may terminate the lease. [\[10\]](#)

#### ***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. [\[11\]](#)

If the tenant violates these duties the landlord may recover actual damages and attorney's fees. The landlord may also terminate the lease. [\[12\]](#)

#### ***6. What Should I Do If My Landlord Refuses To Make Repairs?***

First of all, give the landlord a written notice that lists the problems, keeping a copy for your records. Send the notice to the place where you usually pay your rent. Use certified mail or some other proof of mailing. If your landlord doesn't make repairs within 30 days and you are up to date in your rental payments, you can escrow (deposit) your rent with the Clerk of your local Municipal or County Court. [\[13\]](#) [\[14\]](#)

You can also ask the court for an order to do one of three things:

- a) Direct the landlord to make repairs or fix the problem;
- b) Lower your rent until repairs are made; or
- c) Use the rent you deposited to make the repairs.

You may also be able to terminate the rental agreement. [\[13\]](#)

## ***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 a certain amount of time before your lease is up, stating that you plan to move out when your lease ends, otherwise your lease may automatically renew for another year. [\[15\]](#)

If you or the landlord want to end a month-to-month tenancy (a lease for no fixed length that automatically renews at the end of the month for another month) notice must be given to the other party at least 30 days before the next rental due date. [\[15\]](#)

If you violate your rental agreement or engage in criminal conduct, the landlord may give you a 3-day notice terminating your tenancy. [\[15\]](#)

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. [\[16\]](#) [\[17\]](#)

Once your tenancy has terminated, you no longer have any right to remain on the property and you may be evicted. [See Question #10](#)

## ***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. [\[18\]](#) 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 cannot collect them. Park operators cannot increase rental fees until the end of the lease term and then only after 30 days' notice. [\[19\]](#)

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. [\[19\]](#)

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. [\[20\]](#)

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. [\[21\]](#) [\[22\]](#)

## ***9. 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. [\[23\]](#)

Additionally, a landlord cannot retaliate by evicting a tenant for making a complaint to the landlord or to a governmental agency. [\[24\]](#)

Eviction proceedings are separate from damages. The tenant or landlord may both attempt to collect damages for any violation by either party. [\[24\]](#) [\[25\]](#)

## ***10. 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. The tenant has thirty days to correct the problem. If the problem is not corrected, then the landlord may move forward with an eviction. [\[26\]](#) [\[27\]](#)

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. [\[28\]](#)

The court eviction process provides additional protections. Adequate notice must be given three days before beginning any eviction action. The notice must be given to the tenant, mailed by certified mail, or left on the tenant's property. [\[29\]](#) If the tenant does not vacate the rental unit then the landlord may file a complaint in court requesting a writ of eviction. [\[30\]](#) If granted, the judge will order the tenant to move out, usually within ten days after the court hearing. [\[31\]](#)

## ***11. How Can I Protect My Security Deposit?***

The landlord must provide, in writing, a list of all deductions from the security deposit within 30 days of the lease termination. The landlord may apply the security deposit to past due rent. The landlord may also keep the security deposit for damages caused by the tenant's failure to comply with the rental agreement. [\[32\]](#)

Upon leaving the rental premises, the tenant must provide the landlord with a forwarding address. If the tenant provides a forwarding address and the landlord does not itemize deductions from the security deposit within thirty days, then the tenant may recover the

security deposit together with damages in an amount equal to the amount wrongfully withheld and reasonable attorney fees. [32]

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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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**Endnotes:** [Click the endnote number "[1]" to return to the text]

[1] [O.R.C § 5321.01](#) – Landlord and tenant definitions

[2] [U.C.C. § 2-201](#) – Statute of Frauds

[3] [O.R.C. § 5321.17](#) – Termination of tenancy

[4] [O.R.C. §§ 5321.01 et. seq.](#) – Landlords and Tenants

[5] [O.R.C. § 5321.15](#) – Acts of landlord prohibited if residential property involved

[6] *Laster v. Bowman*, 52 Ohio App. 2d 379, 370 N.E. 2d 767 (Ohio App. 1977)

[7] *Meacham v. Miller*, 79 Ohio App.3d 35, 606 N.E.2d 996 (Ohio App. 1992)

- [8] [Thomas v. Papadelis, 16 Ohio App. 3d 359, 476 N.E. 2d 726 \(Ohio App. 1984\)](#)
- [9] [O.R.C. § 5321.04\(A\)](#) – Landlord obligations
- [10] [O.R.C. § 5321.04\(B\)](#) – Landlord obligations
- [11] [O.R.C. § 5321.05\(A\)](#) – Tenant obligations
- [12] [O.R.C. § 5321.05\(C\)](#) – Tenant obligations
- [13] [O.R.C. § 5321.07](#) – Failure of landlord to fulfill obligations – remedies of tenant
- [14] [O.R.C. § 5321.08](#) – Rent deposits
- N/A [O.R.C. § 5321.09](#) – Defensive actions of landlord
- [15] [O.R.C. § 5321.17](#) – Termination of tenancy
- [16] [O.R.C. § 5321.11](#) – Failure of tenant to fulfill obligations – remedies of landlord
- [17] [Sandefur Management Co. v. Wilson, 21 Ohio App. 3d 160, 486 N.E. 2d 1267 \(Ohio App. 1985\)](#)
- [18] [O.R.C. § 4781.01](#) – Manufactured home definitions
- [19] [O.R.C. § 4781.40](#) – Rental agreement
- [20] [O.R.C. § 4781.38](#) – Obligations of park operator
- [21] [O.R.C. § 4781.45](#) – Notification of violation of rules to resident
- [22] [Hamlet Mobile Home Park v. Sigmund, 118 Ohio App. 3d 29, 691 N.E. 2d 1081 \(Ohio App. 1997\)](#)
- [23] [O.R.C. § 5321.03](#) – Actions by landlord authorized
- [24] [O.R.C. § 5321.02](#) – Retaliation of landlord prohibited; relief
- [25] [O.R.C. § 1923.03](#) – Judgment not a bar
- [26] [O.R.C. § 5321.11](#) – Failure of tenant to fulfill obligations – remedies of landlord
- [27] [O.R.C. § 4781.45](#) – Notification of violation of rules to resident
- [28] [O.R.C. § 1923.02](#) – Persons subject to forcible entry and detainer action
- [29] [O.R.C. § 1923.04](#) – Notice – service
- [30] [O.R.C. § 1923.05](#) – Complaint filed and recorded
- [31] [O.R.C. § 1923.14](#) – Writ of execution enforced

[32] [O.R.C. §5321.16](#) – Procedures for security deposits