

# Your Rights & Duties as a Tenant

Presented by:



Advocates for Basic  
Legal Equality, Inc.



Legal Aid of  
Western Ohio, Inc.®

**Together, we do the community justice.**



FOR  
RENT

A large, white, rectangular sign with a black border and a black background. The words 'FOR' and 'RENT' are written in large, white, bold, sans-serif capital letters. The sign is mounted on a metal post and is positioned in the foreground, slightly to the right of the center. The background is a blurred image of a building's exterior with a white railing.

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## **Know Your Rights and Duties as a Tenant**

Knowing your rights is an important tool you can use when working out differences with your landlord. The information in this booklet is intended as a guide to help you handle the kinds of problems that might come up between you and your landlord.

Do not let your landlord scare you into thinking that he or she knows all of the laws—and that as a tenant you must do whatever your landlord wants you to do. You might even think that your landlord has all of the rights and you have none. Wrong! You have rights and if you know what they are, you can protect yourself. This booklet explains your general rights as a tenant.

There also may be other courses of action you can take—you may want to contact an attorney to determine what they are.

### **Government Subsidized Housing Programs**

*Those who rent through public housing, the housing choice voucher program, the Section 8 program, or who live in other government subsidized housing, have all of the same rights as other tenants. In fact, you have additional rights and protections under Federal law. Please contact an attorney to help determine how to make use of your rights.*

### **Manufactured Home Parks**

*The rights that are available to landlords and tenants in a manufactured home park are not discussed here.*

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**You may have questions that are not answered in this booklet. You may want to talk with someone who can provide more information.**

The information in this brochure is not legal advice. It only gives you general information about your legal rights and duties. It is not a substitute for legal advice about your situation from an attorney. You may still need help from an attorney.

# Words You Should Know

Many rental and lease agreements will use these words:

**Eviction Notice** – (also called a “Notice to Leave the Premises”) a notice from the landlord demanding that the tenant move out for a specific reason, such as non-payment of rent or breaking the rules of the lease.

**Grace Period** – a short period of time after the rent is due when the tenant may pay rent without penalty. Example: If rent is due on the 1st of each month, but the lease states the tenant is not late until the 4th of the month, the “grace period” is from the 1st through the 4th, or 3 days.

**House Rules** – specific rules required by the landlord. These are in addition to the terms of the lease.

**Lease** – usually a written agreement between the landlord and tenant that includes the date, rental period, amount of the monthly rent, date due, name and address of landlord, rules for use of the residence, etc.. Sometimes an oral or verbal agreement is also a legal lease.

**Lessee** – the tenant.

**Lessor** – the landlord.

**Premises** – the rental unit and grounds.

**Provisions** – parts of the rental or lease agreement.

**Rental Agreement** – a written or oral agreement to rent a specific premise for a certain period of time and for a certain amount of money. Also called a lease.

**Rent Escrow** – the process of placing rent money with the clerk of court to obtain landlord repairs. See page 16.

**Security Deposit** – an amount of money paid by a tenant when agreeing to rent a residence. This money can be used by the landlord to cover damages to the apartment made during the rental period. The money can also be used to cover any back rent a tenant might owe after moving out.

**Sleeping Room** – furnished bedroom with no cooking facilities. The bathroom may be shared.

**Studio/Efficiency Apartment** – a large room that serves as a living area by day and a bedroom at night. A compact kitchen is usually included.

**Sublease (Sublet)** – to allow another person to move in and take over the tenant's part of the lease if the original tenant must move out before the end of the lease period. A tenant normally needs the landlord's permission to sublet.

**Tenant** – the person renting a residence from the landlord. Also referred to as a lessee.

**Terms (of the Lease)** – the specific items in the lease about which the landlord and tenant agree. Some “terms” may be negotiated, such as date rent is due, or which utilities are included in the monthly rent.

**Violation** – a breach of the lease/rental agreement by the landlord or the tenant. Example: The lease states that no pets are allowed on the premises. A tenant who gets a cat is in “violation” of the lease.

**Note:** If the animal is necessary to accommodate a disability, the tenant should tell the landlord. If the landlord still refuses to allow the animal, the landlord may be violating state and federal fair housing laws that may allow the animal. This is called a “reasonable accommodation” for a person’s disability. **Example:** A person who has a visual impairment should be allowed to have a guide dog even if the lease says no pets are allowed.

**Waiver** – a statement in a lease giving up certain rights. A waiver is usually in writing but can also be by taking certain actions or by not taking certain actions. **Example:** A landlord may “waive” the right to expect your rent payment on the 1st of the month, if he or she accepts your rent payment on the 5th of every month instead.



# Moving In

Most tenants sign a written lease when renting an apartment or house but it is not required. Even if you do not sign a lease, you still have most of the same rights as a tenant who has signed a written lease. A lease is prepared by your landlord to protect his or her rights, but every lease gives tenants some rights. A court will not enforce some of the things a landlord has written into your lease if they are improper.

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## Before signing a lease, be sure it shows:

- » *The amount of rent;*
  - » *The landlord's name and address; and*
  - » *When the lease begins and ends.*
- 

If you do not have a lease, be sure the landlord provides you with his or her name and address. It is very important that you know when to pay your rent and where to send it, as well as what utilities you are required to pay and what the landlord will pay.



**REMEMBER:** Anything in writing is the best protection because the landlord will not be able to deny something he or she agreed to in writing. If you do not have a lease in writing, try to have a witness with you at the time your spoken agreement is made who can later tell a judge what was said.





**CAUTION:** If repairs are needed, it is best NOT to sign the lease or to move in until the repairs are made. If you must move in before repairs are made, make a list of repairs that are needed. Sign and date the list and ask the landlord to sign and date the list. Keep a copy for your records.

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### **Be sure to check:**

- » **Water** – *Look for enough water pressure and be sure there are no leaks at all faucets and toilets.*
  - » **Electric** – *All outlets and lighting fixtures should be covered and work properly.*
  - » **Windows and Doors** – *Make certain they open, close and lock properly.*
  - » **Appliances** – *If provided by the landlord, appliances should be clean and in good working order.*
- 

Always keep a copy of any papers you give the landlord and ask the landlord to sign and date your copy. Be sure to ask the landlord if he or she has received any notices of housing code violations.

Be careful if the landlord promises to pay you if you get the repairs made. Be sure that the amount the landlord agrees to pay to you is clear. Get the promise in writing. Make sure it is signed and dated by both you and the landlord. Keep a copy for your records.

## Lead Paint

Federal law requires that before signing a lease for housing built before 1978, renters must receive:

1. An EPA-approved information pamphlet on identifying and controlling lead-based paint hazard.
2. Any known information about the presence of lead-based paint or lead-based paint hazards in the home or building.

*For multi-unit buildings, this requirement includes records and reports concerning common areas and other units when such information was obtained as a result of a building-wide evaluation.*

3. An attachment to the contract, or language inserted in the contract, that includes a “Lead Warning Statement” and confirms that the seller has complied with all notification requirements.

**If you are worried about lead paint ask your landlord to get a lead hazard inspection from a certified inspector before you sign your lease.**

# Paying Rent



**You must pay your rent on time. Your landlord does not have to accept late rent money. Even if you have a lease and the rent money available, a landlord may force you to move out if you do not pay your rent on time.**

If you have a written lease, the amount of your rent cannot be changed until the end of the lease. Some written leases are month-to-month or even week-to-week and can be changed each month or each week with proper notice.

If you do not have a written lease, your landlord can raise your rent by any amount, as long as you are given a notice of the new amount before the next time your rent is due. If you are a month-to-month tenant and your rent is due on the first of each month your landlord will need to give you at least a 30 day notice before a rent increase can take effect. If you are at the end of a written lease term, your landlord will need to give you at least a 30-day notice before a rent increase can take effect. Example: On May 15 your landlord tells you that your rent will be raised from \$400 to \$450. That date is less than 30 days before June 1, so the new rent amount is not due until July 1. On June 1, your rent amount will still be \$400. Beginning July 1, your new rent amount will be \$450.

Make sure you get a receipt each time you pay your rent. Do not agree to have a receipt sent by mail. If you pay by check or money order, keep your cancelled check or your copy of the money order, which will help prove the rent was paid. If you pay cash and the landlord does not have a receipt, you can create one. On a piece of paper, write the amount that you paid and the date. Have the landlord sign it. Try to pay by check. Paying your rent by check is better proof that you paid your rent than payment by cash or money order.

You must pay rent even if the landlord is not meeting his or her responsibilities. If you do not pay your rent on time, you may not be able to use the rent escrow process or you may be evicted.

# What the Law Requires of Your Landlord

The law requires your landlord to do certain things—even if they are not stated in a lease or you do not have a written lease.

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## Your landlord must:

- » *Comply with all applicable building, housing, and health and safety codes that significantly affect your health and safety;*
  - » *Make necessary repairs in order for your apartment or house to be livable;*
  - » *Keep all electrical, plumbing, heating and ventilation systems in good working order;*
  - » *Supply hot and cold running water and heat at all times;*
  - » *Keep hallways and stairways safe and clean;*
  - » *If there are four or more units in your building, your landlord must provide garbage and waste containers and arrange for trash removal; and*
  - » *Give you at least 24 hours notice before entering your apartment. A landlord cannot enter at any time for any reason without giving you notice first, except for an emergency. Even if your landlord gives you notice, there must be a legitimate reason to enter, such as making repairs.*
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# What the Law Says Your Landlord Cannot Do

A landlord cannot take away your rights—even if you are behind in your rent.

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## Your landlord cannot:

- » *Increase your rent, decrease your services, or threaten you with an eviction if you complain to your landlord or to the city about a code violation or violation of the landlord's duties;*
  - » *Increase your rent, decrease your services, or threaten you with an eviction if you form or join a tenant group;*
  - » *Shut off any of your utilities, change the locks on your apartment, or threaten to have any of these things done to make you move out of your apartment;*
  - » *Enter your apartment or repeatedly demand to enter without a good reason and without giving you prior notice, unless there is an emergency. You are the only one who can let someone in your apartment;*
  - » *Stop you from having guests who have been given permission by you to visit.*
- 

If your landlord ignores the law and does any of the things listed, see a lawyer right away. You have the right to sue your landlord for all of your damages, plus attorney fees. Some of these actions are also considered crimes – such as burglary (for entering without permission) and theft (if your property is removed).

# What the Law Says You, the Tenant, Must Do

Besides paying your rent on time, you have other legal duties as a tenant. You must not damage the rental unit.

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## You must:

- » *Keep your apartment or house safe and clean.*
  - » *Dispose of trash and garbage in a clean manner.*
  - » *Keep all appliances in good working order. Reasonable wear and tear is expected.*
  - » *Keep the electrical and plumbing fixtures clean and use these fixtures properly.*
  - » *Control your guests. Do not allow guests or visitors to cause damage. Do not allow any guest or member of your household to possess or sell drugs or engage in criminal activity.*
  - » *Be considerate. Do not disturb other tenants.*
  - » *Permit your landlord to enter your apartment if you are provided at least 24 hour notice and if there is a good reason for the landlord to enter your apartment.*
- 

You are responsible for any damages you or your guests cause to the rented apartment or house. Your landlord can take the cost of repairs out of your security deposit when you move. If your security deposit is not enough to cover the damage, your landlord can sue you for the difference between the cost of repairing the damage and the amount of your security deposit. You are not responsible for normal wear and tear. Examples of normal wear and tear are walls that routinely need to be repainted or plumbing fixtures that break down because of regular use.

**Your landlord can evict you if you do not meet your duties as a tenant.**

Sometimes, your landlord must give you a 30 day notice. To evict you for a violation that affects health and safety (other than your failure to pay rent), your landlord must give you a written notice of the problem and give you 30 days to fix it. If you do not fix the problem within 30 days, your landlord can begin an eviction action in court. Sometimes, your landlord only has to give you a 3 day notice. For non-payment of rent, criminal activity or drug violations, you may only be given a 3-day notice, and then be taken to court for eviction.

***Example:** If you have garbage in your apartment that attracts rats, the landlord must tell you and give you 30 days to clear the trash away.*

According to the American Civil Liberties Union of Ohio, in most cases, if the police ask to enter your home, you don't have to admit them unless they have a warrant signed by a judge. Sometimes, in some emergency situations (if a person is screaming for help inside or the police are chasing someone who runs into your house) officers are allowed to enter and search your home without a warrant. This may include situations in which the police have approached your home, identified themselves, and then hear sounds or other activity that leads them to believe evidence is being destroyed.

Do not interfere with or obstruct the police – you can be arrested if you do. What you say to the police can be used against you. What you say can give the police an excuse to arrest you, and search you and your car -especially if you bad-mouth a police officer. You don't have to answer any questions but you are required to provide your name, address, and date of birth if you are asked. You can be arrested in Ohio for refusing to provide this information.



**You should never consent to any search of yourself, your car or your house. If you DO consent to a search, it can affect your rights later in court. If the police say they have a search warrant, ASK TO SEE IT.**

# Rent Escrow and Other Things You Can Do About Problems with the Condition of Your Apartment



Your rent must always be paid. You must either pay your rent to your landlord or to the court. The only time you do not have to pay rent to your landlord is when you pay it to the court. This is called a rent escrow.

Rent escrow is a process that allows a tenant to take action against a landlord to get repairs made to a rental home or apartment. To be eligible to escrow your rent, you must follow all of the steps of the process. The steps are:

- 1. Written Notice:** Give written notice of the needed repairs to the landlord. The notice should say exactly what the problems are. Example: The furnace is not working. Send the notice to your landlord or to the person or place where rent is normally paid by certified mail, with a return receipt requested, or you can deliver it in person with a witness present. Be sure to keep a copy of this notice
- 2. Reasonable Time:** If the problems have not been corrected within a reasonable time, you can pay your rent to the court. A reasonable time is determined by how much trouble the problem causes and the time it would take to fix the problem. It cannot exceed 30 days. You must wait a reasonable time before you pay rent to the municipal or county court.
- 3. Continue to Pay your Rent:** If your rent is due before the reasonable time has expired, pay the entire amount of the rent to your landlord. You must be current with your monthly rent if you want to use rent escrow.



**4. Pay Rent to the Court:** After a reasonable time or the 30 days has gone by, you may pay your rent (on or before the day your rent is due) to the Clerk of the Courts. When you go to the Clerk's office, take an old rent receipt and a copy of the notice you gave to the landlord. You will need to show proof, and perhaps swear under oath, that you are current with your rent and you have given the landlord written notice to make repairs. You must fill out a form describing the items you want repaired and ask the court for a hearing.



**CAUTION:** You may still be responsible for your entire rent payment if you pay for a repair and deduct it from the rent without the landlord's prior agreement (which should be given in writing).

You must continue to pay your rent to the court until the landlord makes the repairs or there is a hearing.

» See Exhibit A for a sample notice of landlord breach of obligation.



## When a Landlord Doesn't Make Repairs

If the landlord doesn't make the repairs after you have paid your rent to the court you may ask the court to:

- » *Reduce your rent until the repairs are made. Only a court can reduce your rent.*
- » *Order the landlord to make the repairs; or*
- » *Order that the escrowed rent be used to pay for the repairs; or*
- » *Terminate your lease.*

**You could also ask the court to cancel your lease if your landlord has not made repairs. You will need to show the court that:**

- » *You gave written notice to the landlord;*
- » *You gave the landlord a reasonable amount of time to make repairs;*
- » *Your rent payments are current;*
- » *You paid your rent to the court, and the problem you want the landlord to fix significantly affects your health and safety.*

Before the court makes any order, there will usually be a court hearing. You will get notice of the date and time of the hearing. You can bring a lawyer, but if you do not bring a lawyer, be sure to bring evidence of everything you will need to prove at the hearing. For example, some things you may wish to bring include:

- » *Escrow payment receipts;*
- » *Proof that you gave the landlord written notice;*
- » *Photos of what needs to be repaired; and*
- » *Repair bills*

**You also have the right to notify the building, housing, or health department of any problems with your rented home or apartment.** You have the right to request an inspection of the apartment or house that you are renting. If the conditions create a serious health or safety risk, the city inspector may order you to move out until the landlord makes the needed repairs.

**You can form a tenants union or association with other tenants of the same landlord. This gives you the chance to work together to solve landlord problems.** As a group you can give notice of the repairs needed in your building. If necessary, you can all escrow rent. *The landlord cannot evict you for joining a tenants union.*

**You also have the right to sue your landlord for damages.** For example, if a broken furnace is not fixed and your child becomes sick, you have the right to sue your landlord for expenses you may have because your child became sick. You will need proof of the damages so you will be able to convince a judge or a jury. You will want to take pictures and have witnesses inspect the apartment. The best witnesses are usually people who are not related to you or who are not even close friends. An inspection report can be used to prove violations of the landlord's duties.



**If you make repairs to the apartment, your landlord does not have to pay you for the work unless it was agreed to in advance. Remember to always get an agreement in writing and keep a copy for yourself.**

## **Water Service in Toledo, Ohio**

Tenants and other people who do not own the place where they live have special rights to water services in Toledo.

**Notice.** Everyone, including tenants, must receive a notice in the mail prior to a shut-off of water services. If you did not receive this notice, you should contact the City of Toledo's Department of Public Utilities (DPU) and ask that your water services be restored because you did not receive notice. The notice must be mailed at least eight days prior to the shut-off.

**Options to continue services.** If the water is being shut-off for nonpayment, tenants may escrow their rent at the Toledo Municipal Court to avoid the shut-off. You must follow the rent escrow rules found in this brochure on pages 16 to 17. If the water is being shut-off for non-payment, you may also make a deposit at the DPU and begin paying the bill on your own.

If the water is being shut-off based on the order of the landlord, you may sue your landlord to restore the water services.

If your landlord takes your possessions, you can sue in Small Claims Court. Ask the court to order him or her to either return the property or pay you damages. Or you can get an order from the municipal or county court for return of your possessions.

## How to Handle Conflicts with Your Landlord

If your landlord locks you out of your apartment without a court order, you can get a court order that allows you to move back in. If you are locked out and must get in to claim your property, you can enter the apartment, but it is your responsibility to leave it secure and undamaged.

If your landlord agreed to pay for the utilities and then has them shut off, you may be able to transfer the utility bills into your own name to continue utility service. If your landlord orders a shut-off of your water services or fails to pay the water bill, you may sue your landlord and force your landlord to restore water services.

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### Be prepared to prove your case.

- » *Keep all rent receipts.*
- » *Make copies of all notices you give the landlord and the ones he or she gave you.*
- » *Put all agreements in writing; have your landlord sign and date them.*
- » *Witnesses are persons who can testify in court about what they saw or heard. The best witnesses are those who are not relatives and who have no financial interest in your case.*



## Eviction – When Your Landlord Wants You Out

If you do not have a written lease, your landlord can end your rental agreement the same way you can—by giving a 30 day notice if you pay your rent monthly, or seven days' notice if you pay weekly.

If you have a written lease, you can stay in the house or apartment until the lease ends, unless the landlord proves you have violated the lease. At the end of your lease, you can probably stay unless your landlord gives you a notice to vacate. Be sure to read your lease carefully about your right to stay after the lease ends.

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### Your landlord can evict you if:

- » *You do not pay your rent when it is due;*
  - » *You stay in your apartment without paying rent after your lease ends;*
  - » *Your landlord gives you a notice to move and you stay in your apartment past the deadline to move;*
  - » *Your landlord gives you a notice to correct a condition in your apartment and you do not correct it within 30 days; and/or*
  - » *You violate a reasonable and fair term of your lease.*
-

## **In order to evict you:**

The landlord must give you a “Notice to Leave the Premises.” This is sometimes called an Eviction Notice. This will tell you to move, usually in three days, or else an eviction action may be started. You don’t have to move out in three days, but if you agree with the reason the landlord states for wanting you to leave, you should begin looking for a new apartment. When you receive a notice to leave the premises you should talk to a lawyer right away.

If you are being evicted because a foreclosure action has been filed against your landlord, you may have additional rights. A federal law – called the Protecting Tenants at Foreclosure Act – took effect May 20, 2009 and is scheduled to expire at the end of 2014. Tenants who are being evicted because the landlord lost the house or apartment building to foreclosure may now be entitled to remain for the rest of their lease. Tenants in most cases where the landlord is being foreclosed also will be entitled to at least a 90 day notice before an eviction action based on the foreclosure can be filed. (But you could still be evicted more quickly if you stop paying the rent or violate your lease or rental agreement for reasons not related to the foreclosure).

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## **Contact an attorney for advice on how this law may help protect you if:**

- » *You hear that a foreclosure has been filed against your landlord;*
- » *You receive an eviction notice and you know a foreclosure has been filed against your landlord; or*
- » *If the sheriff comes to your home and tells you that you must move because of a foreclosure action against your landlord.*

Anytime following the three days after your landlord gives you the notice to leave, your landlord can go to court and begin an eviction lawsuit. To legally evict you the landlord must first file a complaint with the court against you.

After the landlord files a complaint, you will receive a copy of a “Summons in Action for Forcible Entry and Detainer,” and a “Statement of Complaint,” which will give the reasons for the eviction. The court will schedule a hearing. The hearing will be scheduled in approximately two weeks but may be scheduled as soon as seven days after you receive the summons.

## **What to Expect at an Eviction Hearing**

At the hearing, both you and the landlord will be allowed to tell your side of the story to the court. If the judge agrees with your landlord, the judge will order that you be evicted. If the landlord wins, you will have to move. You will usually get seven to ten days to move. Be sure to ask the judge for the full seven to ten days. If you need more than seven to ten days to find a new place only the landlord can decide to give you more time. If you are not out of the apartment or house within seven to ten days, a bailiff can legally move all of your property out of the home or apartment and onto the street (also called a set out).

## **What Should You Do if You Receive a “Notice to Leave Premises”?**

If you agree with everything in the landlord’s “Notice to Leave,” you should prepare to move within two or three weeks. Sometimes you can get the landlord to agree to let you stay longer. Be sure to get any agreement in writing. If you agree with the “Notice to Leave,” but you also think the landlord did things wrong, you may be able to prevent the eviction. You have the right to bring a counterclaim for damages against the landlord. If you think you have a counterclaim, you should immediately talk to a lawyer.



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If you disagree with the “Notice to Leave,” and you should talk to a lawyer right away. There are many possible defenses to an eviction, including:

- » *You offered to pay your rent on time, but it was refused.*
- » *You paid part of the rent that was due and your landlord accepted it.*
- » *You paid the current month’s rent, although you owe for a previous month.*
- » *Your landlord is trying to evict you because you exercised one of your rights, and you are current in your rent.*
- » *Your landlord did not provide you with the required “Notice to Leave Premises.”*



**NOTE:** If your landlord did not follow proper procedures, there may be some other defenses to a non-payment of rent claim or to other claims against you. You need to talk to a lawyer about these.

**It is not a defense if you did not pay your rent because you did not have the money.**

Sometimes in an eviction, landlords will also ask the court to order you to pay rent that the landlord says you owe. Read the court papers and complaint carefully. Is the landlord asking the court to order you to pay in addition to making you move? If yes, you must file an answer to the court within 28 days of the day you received the court summons. If you do not file an answer, a judgment may be entered against you for all the money the landlord requested, even if you show up in court. A lawyer could help you prepare your answer.

If you do not go to court or if you go to court and lose your case, you will have to move out of your apartment or house. You will usually have seven to ten days to move. If you do not move, the landlord could have a bailiff move you; your property will be moved to the street (also called a set out).

## Moving Out – When You Want to Leave



If you have a written lease, you made an agreement to stay in your house or apartment until the lease expires. If you leave before the end of the lease, you may have to pay your landlord some or all of the rent for the months you are not living there.

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### You may not have to pay any rent after moving out if:

- » *The landlord agrees to let you sublet your apartment and the person who takes over the apartment pays the rent on time. If the rent is not paid on time, your landlord can require you to pay for the months the new tenant misses.*
- » *The reason you are moving is that your landlord has broken the terms of the lease or has violated an obligation. You must also have given 30 days' notice to fix the problem and it was not fixed.*
- » *You work out an agreement with the landlord. Get the agreement in writing and keep a copy.*
- » *The landlord has already leased the apartment to someone else for the same amount of rent or more.*

When a lease is over, it does not necessarily mean you can just move out. Read your lease agreement: you may have to give 30 or more days notice to your landlord before you move. If you want to stay, your landlord may want you to sign a new lease or make you a month-to-month tenant. Then, in order to leave, you will have to give 30 days notice.

If you do not have a written lease, you must give your landlord advance notice that you plan to move. If you pay your rent monthly, the notice must be given 30 days before the next time your rent is due. If you pay once a week, the notice must be given seven days before the next time your rent is due. If you just move without giving the correct number of days notice, the landlord will be able to keep part of your security deposit as rent. Be sure to read the section on “Getting Back Your Security Deposit” before you move.

» See Exhibit B for a sample termination of rental agreement letter.



# Getting Back Your Security Deposit

Your landlord can ask you for a security deposit. When you move, the deposit may be kept by the landlord to cover any unpaid rent or damages to the apartment.

There are steps you can take to prepare to get your security deposit back when you are ready to move out. Before you move into your apartment or house, inspect the apartment with your landlord or your landlord's representative. Try to bring someone who can be your witness.



Make a written list of any defects you see. Give a copy of the list to your landlord and ask for a written statement that they will be corrected. Take photos of the defects.



When you move out, be sure the apartment is clean. Remove all of your property, clean the appliances, and leave the apartment in good enough condition that a new tenant could move in immediately.



Normal wear and tear, like peeling paint or plumbing or appliances that break down from regular use, is not your responsibility. Anything you or your guests damaged or misused is your responsibility. Go through the apartment again with a witness (the same one as before) and, if possible, your landlord. Make another list of damages. Keep copies of the list. Take photos.

Return the keys to your landlord and provide your new address in writing. You are not considered moved out if keys are not returned to the landlord, and you may be responsible for paying rent as long as you have the keys.

**Within 30 days after you ask for your security deposit back, your landlord must return the deposit or send you a written statement explaining in detail why the deposit (or any part of it) was not returned.**

» See Exhibit C for a sample demand for return of security deposit letter.

# Suing Your Landlord

If you are not satisfied with the amount of your security deposit returned by the landlord, or if no part of the deposit is returned to you, you have the right to sue your landlord in Small Claims Court.



**REMEMBER:** If any rent was due when you moved out, the landlord has the right to deduct that amount from the deposit. You should not need a lawyer to sue your landlord, but you may want to talk to one before you go to court. If you get a lawyer and win the case, the court may order the landlord to pay your attorney fees, if any.

The amount of money you sue for depends on how much you think was wrongfully kept by the landlord. If your landlord does not respond at all within the 30 days, you have the right to sue for double the wrongfully withheld portion of the security deposit. If you win, the landlord can be ordered to pay a reasonable lawyer fee.

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To win the case, you will need evidence to convince the court. Take the following things to court with you:

- » *A receipt showing that the deposit was paid;*
- » *Receipts for all your rent payments to show no rent was owed;*
- » *A copy of your notice to your landlord with your new address; and*
- » *Witnesses to testify and photos of the apartment at the time you moved out.*

## How to Apply for Legal Help

Applying for legal help begins with Legal Aid Line. Legal Aid Line provides FREE legal information, advice, and referrals to eligible, low-income residents of northwest and west central Ohio. All applicants must meet income guidelines to receive services.

**To apply for legal help, call Legal Aid Line at (419) 724-0460 or (888) 534-1432, or visit [www.legalaidline.org](http://www.legalaidline.org)**

LAWO and ABLE do not discriminate in access to or the provision of program services to eligible clients and beneficiaries on the basis of race, religion, color, creed, sex, age, marital status, national origin, ancestry, sexual orientation, disability, handicap, citizenship, veteran status, or any basis prohibited by law. LAWO and ABLE are equal opportunity employers.

The opinions expressed in this brochure are those of LAWO and ABLE and not of their funding sources.

*Information in this brochure may become out of date as laws change. This brochure was last updated in June 2016.*

*This is a sample form. Visit [LegalAidLine.org](http://LegalAidLine.org) for a form you may fill out and use.*

**EXHIBIT A: NOTICE OF LANDLORD'S BREACH OF OBLIGATION**

TO: \_\_\_\_\_ FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice is to inform you that you have breached the obligations under R.C. §4781.38 (manufactured home park tenancy only) or §5321.04 and our rental agreement, as the owner/agent or park operator of the dwelling located at:

\_\_\_\_\_  
\_\_\_\_\_

The following conditions must be corrected within 30 days (unless an emergency, i.e., no heat or water) on or before \_\_\_\_\_ :

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

If the necessary steps are not taken to correct the above conditions within the time periods indicated above, I will do one of the following:

Deposit my rent with Clerk of \_\_\_\_\_ Court.

OR

Terminate our rental agreement pursuant to R.C. 5321.07 or RC 4781.41 (manufactured home park tenancy only).

\_\_\_\_\_  
Tenant \_\_\_\_\_ Date \_\_\_\_\_

Date Provided/Method: \_\_\_\_\_

*This is a sample form. Visit [LegalAidLine.org](http://LegalAidLine.org) for a form you may fill out and use.*

**EXHIBIT B: NOTICE OF TERMINATION OF RENTAL AGREEMENT**

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

TO: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

FROM: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Dear Landlord,

Pursuant to our rental agreement and Ohio Law, you are hereby notified I/we intend to terminate our rental agreement for the residential premises at:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

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 deposits for said premises.

Sincerely,

Your former tenant(s):

\_\_\_\_\_  
Signature(s)



*This is a sample form. Visit [LegalAidLine.org](http://LegalAidLine.org) for a form you may fill out and use.*

**EXHIBIT C: DEMAND FOR REFUND OF SECURITY DEPOSIT**

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

TO: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

FROM: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Dear Landlord,

Please return my/our security deposit of \$ \_\_\_\_\_ which I/we deposited with you for the dwelling I/we rented from you at:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

You should send my/our security deposit, together with an itemized statement of any deductions from it, to the address provided above, within thirty (30) days from the delivery of this letter.

Sincerely,

Your former tenant(s):

\_\_\_\_\_  
Signature(s)

**Notes:**

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## HOW TO APPLY FOR LEGAL HELP

Applying for legal help begins with Legal Aid Line. Legal Aid Line provides FREE legal information and referrals to eligible, low-income residents of northwest and west central Ohio. All applicants must meet income guidelines to receive services.



**Toll-free**  
**(888) 534-1432**

**Residents of Lucas County**  
**(419) 724-0460**



**Apply Online**  
**[www.LegalAidLine.org](http://www.LegalAidLine.org)**

Legal Aid Line is a project of Legal Aid of Western Ohio, Inc. (LAWO) in collaboration with Advocates for Basic Legal Equality, Inc. (ABLE).



**Advocates for Basic  
Legal Equality, Inc.**



**Legal Aid of  
Western Ohio, Inc.®**

LAWO and ABLE are law firms that provide free legal help in civil legal aid matters to eligible individuals and groups that do not have access to the legal system and cannot afford a private attorney.

Visit our websites at

**[www.ablelaw.org](http://www.ablelaw.org)** or **[www.lawolaw.org](http://www.lawolaw.org)**

for additional information about our services.