

**LANDLORD - TENANT
RIGHTS & DUTIES
MEDINA COUNTY
FAIR HOUSING**



330-722-9219
www.planning.co.medina.oh.us



Medina County *Ohio*

MEDINA COUNTY FAIR HOUSING

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FREE Assistance
Cannot Give Legal Advice

LOCAL CONTACTS

City of Medina
Sandy Davis
132 N. Elmwood Ave.
Medina, Ohio 44256
330.722.0397
sdavis@medinaoh.org

City of Brunswick
Pam Plavecski,
4095 Center Rd
Brunswick, Ohio 44212
330-558-6875
pplavecski@brunswick.oh.us

City of Wadsworth
Jeff Kaiser
120 Maple S.
Wadsworth, Ohio 44281
330-335-1521
jkaiser@wadsworthcity.org

FREE Assistance
Cannot Give Legal Advice

MEDINA COUNTY FAIR HOUSING

WILL:

- Uphold your right to obtain housing without regard to race or color, religion, age, military status, martial status, national origin, sex, disability, creed, or familial status.*
- Provide information on landlord/tenant rights and responsibilities.
- Analyze and develop a plan to overcome impediments to fair housing in Medina County.
- Work with the real estate, banking and insurance industry to ensure that housing markets are open to all.
- Provide workshops on fair housing and landlord/tenant issues.

Additional state and local protected classes may apply

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ADDITIONAL ASSISTANCE

Ohio Civil Rights Commission
Cleveland Office
File a complaint
216-787-3150

Medina Community Legal Aid
Pro bono services available
1-866-584-2350

Medina County Bar Association
Attorney referral for nominal fee
330-725-9794

Coalition on Homelessness & Housing in Ohio
Housing Information Line
888-485-7999

Medina Municipal Court
330-723-3287

Wadsworth Municipal Court
330-335-1596

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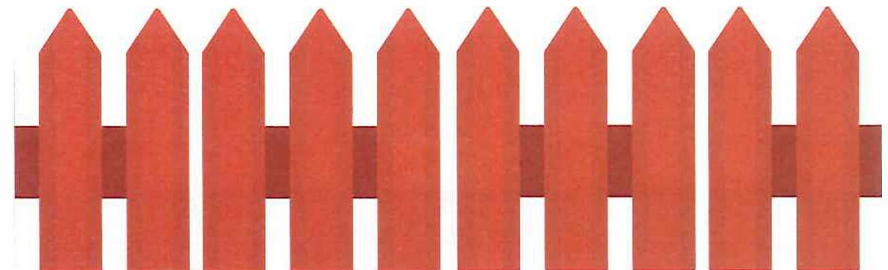


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Notice of Landlord's Breach of Obligation Sample

NOTICE OF TERMINATION OF RENTAL AGREEMENT

Date: _____

To: _____

Name

Address

City, State, Zipcode.

From: _____

Name

Address

City, State, Zipcode

Dear Landlord:

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

Address _____ City, State, Zipcode

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 deposit for said premises.

Sincerely,
Your Tenant(s)

Signature _____

Signature _____

NOTICE OF LANDLORD'S BREACH OF OBLIGATION

This notice is to inform you that, as the owner/operator of the dwelling unit located at :

Street Address _____ City, State, Zip _____

You have breached your obligation under the Ohio revised code and our rental agreement. The following conditions must be corrected:

1. _____
2. _____
3. _____
4. _____
5. _____

If the necessary steps are not taken to correct the above conditions by _____, 20 ____, I the tenant at the above address, will deposit my rent money with the clerk of Municipal court until the conditions are corrected. The Ohio Revised Code authorizes such action by tenants when an owner/operator of a dwelling unit does not meet the obligation under the Ohio Revised Code. These obligations include compliance with the housing and health codes which materially affect health and safety and maintenance of all facilities and service which were provided at the rented premises when I took the dwelling unit.

Tenant _____

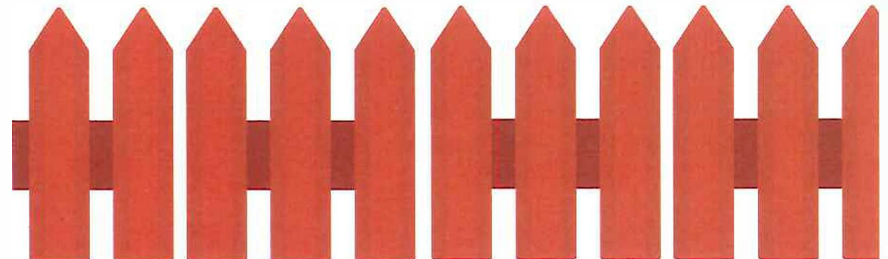
Date mailed _____

INTRODUCTION

Most people rent an apartment or a house at some point in their life. If this is your first time renting, or even if you are a seasoned renter the Medina County Fair Housing Office hopes that you will find this book useful. If you have any questions or concerns, please contact the Medina County Fair Housing Office or seek legal assistance.

The following are important takeaways when it comes to Fair Housing:

- Know your rights & responsibilities;
- Have a signed lease agreement and a personal copy of the agreement;
- Do a thorough inspection prior to moving in and again when moving out; keep copies of all rent payments; document all maintenance; take photos of the entire home before move-in;
- Ask questions and get answers regarding all terms of the lease;
- Give proper notice when moving out;
- Seek legal assistance when necessary.



FAIR HOUSING

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Fair housing is the right to choose housing free from unlawful discrimination. Federal, state and local fair housing laws protect people from discrimination in housing transactions such as rentals, sales, lending, and insurance.

Fair housing is the key to all people having the roof they want over their heads. It guarantees that regardless of your age, race, religion, family situation, or level of ability, you have the right to choose the housing that's best for your needs—with no outside preferences or stereotypes being imposed. It encourages neighborhoods to put out their welcome mat.

Fair housing practices help people understand what it means to be a welcoming and vibrant neighborhood. The ideas, connections, and sense of pride that are found in diverse and open neighborhoods make a real difference, especially in the midst of tough economic times.

Equal access to housing goes hand in hand with quality of life. Fair housing plants seeds for economic development, talent retention, and more in our community. When people feel welcomed, they make themselves at home, invest their resources back into the community, and in turn make it an appealing place for diverse and talented people to live.

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LANDLORD RIGHTS & RESPONSIBILITIES

- Assure that the property complies with all building, housing and health codes which significantly affect health and safety. Most communities have housing inspectors who can inspect conditions and cite landlords for violations, condemn property unfit for habitation, and prosecute landlords who refuse to comply with housing code requirements.
- Make all necessary repairs to make and keep the property livable. Including keeping all electrical, plumbing, heating and ventilation systems in good working order.
- Supply adequate hot and cold running water and heat at all times.
- Keep all common areas in the building or on the grounds safe and sanitary.
- Give at least 24 hour notice before entering your apartment or house except in case of emergency. They may not abuse their right of access to inspect the property, deliver packages, or show the property to prospective tenants or buyers. Landlords may not enter without proper notice and can be held responsible for any damages or injuries caused by their trespassing.



TENANT RIGHTS & RESPONSIBILITIES

Rent Escrow:

If your landlord does not comply with his/her obligations as listed in the Ohio Landlord Tenant Act, you have a right to escrow your rent with the court. You, as the tenant, do not have the right to stop paying rent. To do so voids your protection under the law. In order to escrow rent, a tenant must:

- Pay rent up to date.
- Request in writing the repairs needed (A form is included with this booklet).
- If the landlord fails to make repairs within 30 days or within a reasonable time in case of an emergency, the tenant can file with the local municipal court:
 - Escrow rent by depositing it with the clerk of the appropriate municipal or county court.
 - Ask the court to direct that the repairs be made, reduce the rent, or to release some of the money for making repairs.
 - Terminate the lease and move out. In this case, the security deposit should be returned in full.

It is recommended that a tenant seek legal assistance with escrowing of rent. NOTE: Rent escrow is not an available remedy if a landlord owns fewer than four rental units and a written notice of this fact was delivered to the tenant upon moving into the property.



RENTAL AGREEMENTS

Your **LEASE** is a rental agreement or contract, it can be written, oral or implied. It is recommended that a signed lease be negotiated in order to better define rights and duties under the law.

Leases also protect you from indiscriminate rent increases or termination of tenancy. Without a signed lease, rent can be increased or the agreement terminated with only a seven day notice if you rent by the week or with thirty (30) day notice if renting by the month.



Before signing the lease and paying any nonrefundable deposits, the tenant and landlord should inspect the property together. A detailed record of the condition of the property, including the yard, if applicable, should be made. This not protects the tenant from being charged for damages they did not incur, and also provides the landlord with a list of defects needing correction. If the landlord does not provide you with a detailed inspection checklist, you may obtain one from the Medina County Fair Housing Office at no charge.

The landlord may schedule routine inspections of the property during your tenancy. A minimum of 24 hour notice of the land-lord's intent to enter and inspect the property must be given to the tenant. In case of an emergency, the landlord may enter the property without notice.

RENTAL AGREEMENTS

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In order to assure return of the security deposit, as a tenant you should:

- Keep rent records
- Give a minimum of 30 day notice, in writing, of intent to vacate;
- Correct any damages made to the property during your tenancy;
- Request the landlord to inspect the property with you. You may want to take pictures and/or have witnesses with you during this inspection. Also, it is best to use the same check list when moving out as when you moved in;
- Return all keys to the landlord and provide them with your forwarding address;
- Make a record of the landlord's full name and business address.



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TENANT RIGHTS & RESPONSIBILITIES

- Pay rent in full when it is due;
- Keep property safe, sanitary, and clean;
- Properly dispose of rubbish;
- Keep plumbing fixtures clean and free flowing;
- Not damage property or allow guests to do so;
- Keep appliances in good working order;
- Allow landlord to inspect or show the property with 24 hour notice. In case of emergency, immediate access is permitted;
- Permit the landlord or maintenance personnel to make repairs at reasonable times as needed;
- Comply with all local housing, health, and safety codes;
- Properly utilize plumbing fixtures;
- Maintain appliances supplied in good working order;
- Comply with state and/or municipal drug laws in connection with the premises and require household members and guests to do likewise.

