

MANSFIELD-RICHLAND COUNTY FAIR HOUSING

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**MANSFIELD - SHELBY
 AND
 RICHLAND COUNTY
 FAIR HOUSING**

LANDLORD TENANT RESPONSIBILITIES



THIS BOOKLET IS PRINTED AS A GUIDE TO IMPROVE LANDLORD/TENANT RELATIONS.

INTRODUCTION

In Ohio, landlord-tenant relations and obligations are governed by the Ohio Landlord Tenant Act (Ohio Revised Code 5321) and by the Eviction statute (Ohio Revised Code 1923). Other laws are also applicable to the landlord-tenant relationship such as The Fair Housing Law and Disability specific laws.

The Ohio Tenant-Landlord Act of 1974 outlines the rights and responsibilities of both tenants and landlords. It does not apply to mobile home trailer parks (see Chapter 3733, Ohio Revised Code), owner-occupied condominiums, prisons, jails, workhouses or halfway houses, hotels, motels, tourist homes, hospitals, nursing homes, farm residences on two or more acres of land, or school dormitories.

IMPORTANT THINGS FOR THE TENANT AND THE LANDLORD

1. Have a written lease. It protects both the tenant and the landlord. Read carefully before you sign your contract and make sure you keep a copy of it.
2. Before renting, the tenant and the landlord should talk over problem areas. Include in your lease, or written agreement things like; pets, children, yard upkeep, appliances and utilities. Get everything in writing. If a problem arises talk it over in a friendly manner. Try to cooperate with each other.
3. When renting, the tenant and the landlord should inspect the house or apartment together, and note conditions on the move-in/move-out checklist provided in the center of this booklet. Both the tenant and the landlord should sign and keep a copy of it.
4. Every tenant should consider purchasing renter's insurance for protection.
5. Keep all receipts for rent, repairs and security deposits.
6. Rent **SHOULD NOT** be paid in cash, but there is not regulation or law to that effect.

Responsibilities In Rental Housing

You, as a resident of the Richland County Community, are responsible for your housing unit and the actions of your guest.

Communication

Be sure to keep communication open between you and your landlord. If any questions or problems arise concerning your housing, contact your landlord and make an appointment to sit down and discuss the situation. Most problems can be settled in this way.

Service Animals

A service animal is any guide dog, signal dog or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal rescue or protection work, pulling a wheelchair, or fetching dropped items.

Service animals are not pets they do perform some of the things that people with disabilities cannot do for themselves. If service animals meet this definition regard-less of whether they have been licensed or certified by state or local government they are considered service animals under the ADA.

Service animals that assist people with disabilities are considered to auxiliary aids and are exempt from the no-pet policy. Also, no deposit can be charged for a service animal. Examples of service animals include guide dogs for persons with vision impairments and hearing dogs for people with hearing impairments.

Support Animals

If a person with a disability needs an emotional support animal to ease the symptoms of a disability s/he should request a reasonable accommodation, in writing, from the landlord, manager or other appropriate authority. The request should state that the tenant has a disability and explain how the requested accommodation will be helpful. In addition, the tenant should include a note from his/her medical provider, such as a doctor or therapist, verifying the need for the support animal. The tenant need not disclose the details of the disability, nor provide a de-tailed medical history.

Establishing that the support animal is necessary in order to use and enjoy the residence is critical. Courts have consistently held that a tenant requesting an emotional support animal as a reasonable accommodation must show a relation-ship between his ability to function and the companionship of the animal.

Although the landlord is entitled to ask for materials that document the need for an emotional support animal, federal law does not require the tenant to provide proof of training or certification of the animal.

Right to Emotional Support Animals in "No Pet" Housing

The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act protect the right of people with disabilities to keep emotional support animals, even when a landlord's policy explicitly prohibits "pets" but rather are considered to be more like assistive aids such as wheelchairs, the law will generally require the landlord to make an exception to its "no pet" policy so that a tenant with a disability can fully use and enjoy his or her dwelling. In most housing complexes, so long as the tenant has a letter or prescription from an appropriate professional, such as a therapist or phy-sician, and meets the definition of a person with a disability, he or she is entitle to a reasonable accommodation that would allow an emotional support animal in the apartment

SECTION 504 OF THE REHABILITATION ACT OF 1973

Section 504 contains design requirement applicable to federally funded new construction public housing or assisted housing with five or more units in the same project constructed after July, 1988. It states that certain percentages of the housing must be fully accessible to persons with physical impairment (5%) and visual impairments any/or hearing impairments (2%). It also grants the right to request and receive reasonable accommodations and modifications at no cost to the renter.

DEFINITION OF A DISABILITY

The Fair Housing Act protects person with mental retardation, mental illness, visual and hearing impairments, AIDS and other Disabilities, people who use walkers, wheelchairs animals, a personal care attendant and recovery from substance

DISCRIMINATION INCLUDES:

The Fair Housing Act protects persons with mental retardations, mental illness, visual and hearing impairments, AIDS and other disabilities, people who use walkers, wheelchairs, service animals, a personal care attendant and recovery from substance abuse are all protected against housing discrimination.

FREQUENTLY ASK QUESTIONS:

Q. If a landlord has a “No Pets” policy, can he/she refuse to rent to a disabled person who requires a service animal?

A. No. A landlord may have a “no pets” policy and enforce that policy, however, a guide dog or service animal, or notification from a doctor would be considered a reasonable accommodation.

Q. If a landlord agrees to permit a renter to make necessary modifications, is it ok to charge a higher rent or security deposit to cover the cost of converting the unit to the original condition when the premises is vacated?

A. NO. Charging a higher rent or deposit is potentially unlawful because it may appear to be a different term or condition based on a protected class (disability). A landlord and the tenant can negotiate a dollar amount to place in an escrow.

Q. Is an individual who is HIV positive or who has AIDS protected by the law?

A. YES. Persons infected with AIDS or HIV have protection under the Human Rights Act and the ADA.

A landlord can request the disabled individual to provide documentation of their disability for a medical professional stating the person has a disability and the disability is related to the housing request.

Landlord’s Legal Duties

Regardless if there is a written lease or not, the landlord must fulfill the following obligations:

1. Comply with the requirements of all zoning and housing laws and other regulations which affect health and safety conditions.
2. Make all repairs and do whatever is reasonable necessary or put and keep the premises habitable condition.
3. Keep all common areas of the premises in a safe and sanitary condition.
4. Maintain all electrical, plumbing, sanitary, heating, air conditioning fixtures and appliance, which he/she has supplied or is required to supply.
5. Supply running water and reasonable amounts of hot water and heat at all times, unless the heat or hot water units within the tenant’s exclusive control and is supplied by a direct public utility connection.
6. Provide and maintain trash receptacles and arrange for trash remove if he/she is a landlord for a structure with four or more dwellings units.
7. Give reasonable notice of his/her intent to enter the premises, enter only at reasonable times unless there is an emergency, and not abuse his/her right to access in order to inspect the premises. Reasonable notice is usually considered to be 24 hours.

Landlord’s Rights and Remedies

1. If the tenant fails to perform any of his/her legal duties of his rental agreement obligations, the landlord can sue him/her for damages, termination of the rental agreement, and, in certain situations attorney fees.
2. A landlord may arbitrarily raise the rent in the absence of a written rental agreement. However, a thirty day advance notice may be required.
3. A landlord may bring an eviction action to remove a tenant from the premises for the following reasons:
 - a. The tenant fails to pay his/her rent.
 - b. The tenant has violated the terms of an oral or written rental agreement.
 - c. The tenant’s rental agreement has expired.
 - d. The tenant has violated a duty imposed by the Landlord-Tenant

Act which affects health and safety condition. Before an eviction action for this reason, the landlord must supply a written notice that states what the violation is. If the tenant fails to remedy the violation, the landlord can begin an eviction action.

4. A landlord (or tenant) may end an ORAL agreement as follows:

Month-to-month tenancy—30 day notice before the periodic rental date,
week-to-week tenancy—7 day notice

A landlord nor tenant does NOT need a reason to give such a notice if there is no written lease.

Action That A Landlord Cannot Take Against A Tenant

A landlord is forbidden by law from:

1. Shutting off a tenant's utilities or services or refusing to pay utilities.
2. Locking the tenant out of the premises.
3. Seizing the tenant's personal belongings for purposes of
4. Using or threatening to use physical force against a tenant.
5. Retaliating. A landlord may not retaliate against a tenant by:
 - a. Increasing rent;
 - b. Decreasing services;
 - c. Bringing or threatening to bring a lawsuit against a tenant because the tenant did one of the following:
 - i. Joined a tenant's union;
 - ii. Complained to the landlord about his failure to perform his legal.

However, retaliation may not be easy to prove. The tenant must prove that the landlord retaliated in his/her actions. The tenant CANNOT use the defense retaliation if;

1. The tenant is in default in the payment of rent.
2. The tenant complained to a governmental agency about a housing violation which was primarily caused by the tenant or a person on the premises with the tenant's per-mission.
3. The landlord's compliance with housing laws or regulations would require alteration or demolition of the premises which would deprive the tenant of use of the dwelling.

If a tenant thinks his/her landlord is retaliating against him/her, he/she should contact an attorney immediately. The tenant may sue for monetary damages and/or injuries OR terminate the rental agreement and sue for attorney fees.

Tenant's Legal Duties

The tenant must

1. Obey all housing and zoning laws and regulations
2. Keep the premises (the building and the grounds) which he/she used, and in which he/she lives, safe and sanitary
3. Get rid of all trash and garbage in a safe and sanitary way
4. Keep all plumbing fixtures he/she uses as clean as their condition permits
5. Get rid of all trash and garbage in a safe and sanitary way
6. Not damage the premises or allow others to damage to premises, when others are on the premises, you are responsible
7. Keep in good working order any appliances (e.g., stove, refrigerator, and washing machine) supplied by the landlord if this is required by a written rental agreement. Before signing such an agreement, determine your specific responsibilities

Eviction Procedures

The landlord must notify the tenant in writing of a pending eviction action at least three (3) working days before and eviction action is filed against the tenant. UNLESS A PREVIOUS WRITTEN NOTICE HAS BEEN GIVEN. Written notice must be given to the tenant in person, left at his usual dwelling place, or left at the premises where the tenant is renting. The notice should contain the following language:

“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 RECOMMEND-ED THAT YOU SEEK LEGAL ASSISTANCE.”

After the hearing, if the awards possession to the landlord, the landlord must file a writ of restitution with the Clerk of Courts. Once the writ is filed, the Court Bailiff will send or post the tenant a notice. If the tenant does not vacate the premises by the time designated in the notice, the landlord must arrange with the Bailiff to set out the tenant's property. The landlord must arrange to have the property moved from the rental unit to the curbside.

If you are unsure who to pay rent to because of a change in ownership, contact your current landlord or the new owner immediately to determine where rent should be paid and to whom. If you pay the wrong party, you could be responsible for a second payment to the correct party for the same month, or you could be subject to eviction for non-payment of rent. It is important to determine to whom rental payments should be made after the change in ownership to avoid double-payment or eviction.

Protection for Section 8 Tenants

The law also protect Section 8 tenants from losing the ability to have their rent subsidized by the government. Section 8 is a federal HUD program for low-income families that pays a portion of their rent to the landlord through a voucher program. Under the voucher program, individuals or families with a voucher find and lease a rental uit (either in a specified complex or in the private sector) and pay a portion of the rent (based on income, but generally no more than 30 percent of the family's income. Generally, a Section 8 tenant can loose his/her voucher if the tenant is evicted from the property for “good cause”. Good cause is defined by federal statue, and may include failure to pay rent, causing substantial damage, or any other material breach of the lease. Under the PTFA, a new owner who takes ownership of property that houses Section 8 tenants must follow all the provisions and exceptions above. Additional, the PTFA provides that the new owner wanting the property vacant for re-sale does NOT constitute “good cause” for terminating the tease.

Roommates

Know your prospective roommates. Are your tastes along the same line? Are your finances adequate or compatible? If you are a student, are your study and party habits similar? You should discuss and agree on cooking arrangements, cleaning responsibilities and life styles.

If you choose to have roommates, be sure they will be with you for the full term of the lease. If they will not, make arrangements to cover the balance of the lease. If you allow a person to move in with you and later decide the arrangement is not working out you may have to file for eviction to move the person out.

Return of Security Deposits

If tenants want to have a relatively simple time getting their security deposits back, they should;

1. Have receipts.
2. Use a checklist and clean up the apartment
3. Return keys
4. Correct damages caused by the tenant
5. If you are on a month-to-month tenancy, give a written notice of your intent to leave 30 days prior to your periodic rental date. This way the landlord cannot claim that he/she did not know that you were leaving and keep some of the money for rent.
6. Have someone witness the condition of the apartment when you move out

A landlord must return a tenant's security deposit within thirty (30) days of the date of the termination of the rental agreement and itemize any deduction he has made, the tenant may:

- A. Sue for the return of the deposit. (If the tenant has left a forwarding address in writing with the landlord, he may sue, in addition, for amount equal to the damages and reasonable attorney fees.)
- B. Go to Small Claims Court for claims under \$3,000.00. (You may file in Small Claims Court without an attorney.)

Protecting Tenants in Foreclosure Act

On May 20, 2009, President Obama signed into federal law a bill containing provisions protecting tenants living in foreclosed buildings. (The Protecting tenants in Foreclosure Act (PTFA) is Title VII of Public Law 111-22. Specifically, the new law states that if a home/building that is currently occupied by renters goes into foreclosure and is subsequently purchased by a new buyer, the buyer must (1) provide legal tenants of the property ninety (90) days' notice before they can be evicted; and (2) allow tenants with leases to occupy the property until the end of their lease term with the exception that the new buyer may end the lease early if the buyer plans to use the property as his/her residence. In such a situation, the new buyer is still required to provide the tenants with at least ninety (90) days' notice prior to filing an eviction action.

8. Not disturb the neighbors or allow others on the premises with the tenant's permission to disturb them either
9. Allow the landlord to enter the dwelling unit after reasonable notice (usually 24 hours unless there is an emergency) to inspect it, make needed repairs or improvements, or show the unit to possible buyers, tenant, or workmen

Tenant's Rights And Remedies

If a tenant believes that a landlord has not lived up to any legal duty or has not done what is required in the rental agreement, or a governmental agency finds that the apartment is in violation of any law or regulation that could affect health and safety, the tenant can:

1. The right to know the name and address of the landlord and his/her agent. If there is a written lease, this information must appear in the lease. If the contract is oral, this information must be given to the tenant in writing when he/she moves in
2. The right to join with other tenants to bargain with the landlord about the rules and terms of the rental agreement
3. The right to complain to the landlord about his/her failure to perform any of his legal duties. A tenant should put such a complaint in writing and deliver it personally or sent it certified mail, return receipt requested. If the complaint is made orally the tenant should have a witness
4. Sue the landlord for money damages.
5. Force the landlord to make repairs within 30 days of giving written notice to repair. The notice must be sent to the place where rent is normally paid or given to the owner.

If the landlord does not make the repair the tenant can do any of the following:

1. Take the rent when it is due to the local clerk of courts. A tenant must be current in their rent with the clerk of courts (called rent deposit). The tenant does not need an attorney for rent depositing.
2. Apply to the court to order the landlord to make the repairs. The court can also lower the rent until the repairs are made or give the tenant some of the rent money so the tenant can have the repairs made.
3. End the lease, cancel the rental agreement and move. This can be done only after the tenant has given appropriate notice, and the landlord has failed to correct the condition.

Tenant's Rights And Remedies Cont.

Step 1. The tenant must be current on his/her rent.

Step 2. A list specifying the acts, omissions, or code violations must be sent by the tenant to the landlord at the place where the rent is normally paid. That can be done by certified mail, hand delivered by the tenant or their representative and having a witness sign a copy of the letter verifying they witness the transfer of the letter.

Step 3. After the tenant sends the list to the rental agent and/or the owner, the tenant must give his/her a chance to make the repairs. The law requires that the tenant must wait a "reasonable time". For a non-emergency, 30 days is a "reasonable time". For a true emergency, the tenant need not wait the full 30 days.

Step 4. FOR OPTION. The tenant must take his rent money to the Richland County Clerk of Courts. The Richland County Clerk of Courts is located in the City of Mansfield, 30 North Diamond Street., Mansfield, Further, the rent must be paid at least one day before the normal due date. No grace period is allowed. It is also wish for the tenant to inform the landlord, in writing, that the rent is being paid to the court.

FOR OPTION B, C, OR D. Call an attorney, the Bar Lawyer Referral Service, or Legal Aid Society.

FOR OPTION E. Give notice to the landlord, in writing, that due to his/her failure to repair the conditions complained of, the tenant is moving out.

Basic Facts of Leases

There are different types of leases. Make sure you read all of the lease before you sign your lease. Are you responsible for the rent if a roommate moves out: Yes, unless your lease specifically states otherwise.

A lease is a legally binding contract between a tenant and a landlord. Make sure you can depend on your roommates.

Always be sure you understand the lease you are signing. If not, ask questions and make sure you get an answer you can understand.

Make sure you know what utilities you are responsible for and get estimates what your monthly bills maybe before you agree to rent the apartment. These things are very important to check into before you agree to a lease. If you think something is paid for but later find out you are responsible, you will have an added expense which you may find difficult to pay.

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What Should Be In A Lease

The lease should state in writing what is allowed and what is prohibited on the rental premises. You should find it worthwhile to write down these matters before you move in.

The following is a list of the more common disagreements that arise between landlord and tenants. Covering these items in your lease today may save you a headache tomorrow:

1. Length of lease
2. Rent to be paid as required by the terms by the terms of the lease
3. Number of occupants allowed
4. Pets allowed or prohibited
5. Option to renew
6. Subletting and the conditions of subletting
7. Alterations permitted (e.g., hanging pictures, rugs, curtains).
8. Alterations permitted only with the landlord's consent (e.g., painting, changing locks, flooring)
9. Joint or individual responsibility for rent

What Cannot Be In A Lease

1. Any provision's which grant judgment to the landlord as to rent owed or damages caused by the tenant. (The landlord must give notice to a tenant which he is filing a lawsuit against the tenant.)
2. Any agreement to pay either the landlord's or the tenant's attorney fees in a suit involving the rental agreement.
3. Any agreement to limit the legal duties of the landlord as specified in Ohio's Landlord/Tenant Act.