

TENANT RIGHTS

A tenant has the right to:

- Join a tenants' union to bargain with the landlord about the terms of a rental agreement;
- Complain to the landlord about his failure to perform his legal duties;
- Complain to a government agency about a landlord's violation of housing laws and regulations and regulations affecting health and safety;
- Know the name and address of the owner of the property (or his agent). This must appear in the written rental agreement or in a separate written document given to the tenant when he moves in;
- At least **three (3) day's** written notice before the landlord begins eviction proceedings against him;
- **Five (5) day's** written notice before an eviction hearing in court can be held;
- Notice from the landlord when the landlord wishes to end the tenancy.

LANDLORD RIGHTS

A landlord can lawfully

- Sue a tenant if he/she fails to perform any of his/her legal duties of the rental agreement obligations;
- Arbitrarily raise the rent in the absence of a written rental agreement. However, advance notice should be given;
- Bring an **eviction action** to remove a tenant from the premises for the following reasons:
 - The tenant fails to pay his/her rent
 - The tenant has violated the terms of an oral or written rental agreement
 - The tenant's rental agreement has expired
 - The tenant has violated a duty imposed by the Landlord-Tenant Act, which materially affects health and safety.

WHY A WRITTEN LEASE?

Your contractual rights may be impaired if a lease is not in writing.

Both landlords and tenants benefit from having a written lease. Disputes can often be avoided and/or resolutions reached by simply writing down the rights and responsibilities of both parties.

Your rights are protected, however, even if you have no formal, written lease. The Ohio law is still in effect. Leases are protection for the Tenant AND the Landlord.

NOTICE REQUIRED TO END A TENANCY

When a tenant or landlord wishes to end a tenancy;

- If the tenant rents month-to-month, either the tenant or the landlord can end the tenancy by giving notice thirty (30) days prior to the date rent is due;
- If the tenant rents week-to-week, either can end tenancy by giving notice seven (7) days prior to the date tenancy will end.

REMEMBER:

Know your rights and responsibilities.

Read your lease.

Know what you sign.

Keep copy for your records.

If in doubt, call an attorney.

And

ATTENTION LANDLORDS

Do you know your rights and responsibilities as a Landlord?

FOR FURTHER INFORMATION REGARDING:

- DEPOSITS
- REPAIRS
- EVICTIONS / NOTICES
- ESCROW PAYMENTS
- HOUSING DISCRIMINATION
- TENANT/LANDLORD COUNSELING
- EDUCATION / INFORMATION

CONTACTS:

Morrow County Development Office

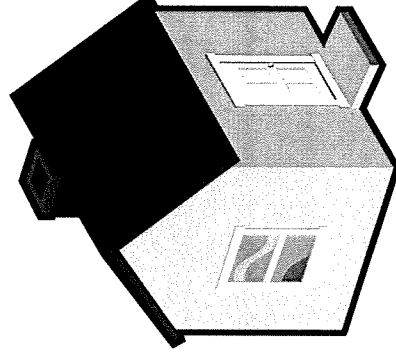
80 North Walnut Street, Suite B
Mt. Gilead, OH 43338
419-947-7535
morrowcounty.info

Marion Branch of the Legal Aid Society

(serving Morrow County)
142 W. Center Street
Marion, OH 43302
1-888-301-2411

ATTENTION TENANTS

Do you know your rights and responsibilities as a Tenant?



There are many different types of housing in Morrow County – houses, apartments, condos, and efficiencies. The Morrow County Board of Commissioners is committed to assure all housing is fair housing. They have authorized the Morrow County Development Office to administer the Fair Housing Program for Morrow County.

The legal rights and duties of tenants and landlords are specified in Ohio Revised Code which went into effect November 4, 1974.

This brochure is to provide basic information to renters and landlords about their rights and responsibilities.

Fair Housing Law gives you the right to live wherever you can afford to buy or rent without being discriminated.

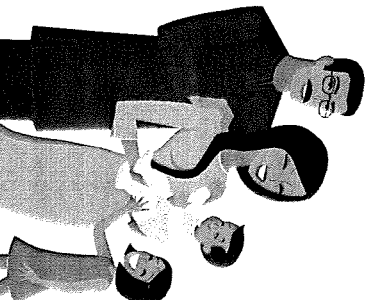
Fair Housing treatment is not the same as tenant-landlord relations. A tenant and landlord must abide by Ohio's Landlord – Tenant Law.

This brochure is provided by Morrow County's Community Development Block Grant Fair Housing Program as funded by the Ohio Department of Development.

LEGAL DUTIES – TENANT

Under the law, a tenant is responsible for:

- Keeping the premises safe & sanitary;
- Disposing of all garbage in a safe and sanitary manner;
- Keeping all plumbing fixtures which he/she uses as clean as possible;
- Operating all electrical & plumbing fixtures properly;
- Obeying all housing laws & regulations which impose requirements on the tenant;
- Keeping appliances supplied by the landlord in good working condition;
- Causing no disturbances to neighbors;
- Allowing the landlord reasonable access to inspect (usually 24 hours unless there is an emergency), make repairs, or show the property to prospective buyers or renters;
- Although the tenant cannot give up or change any of his legal duties, the landlord may agree to assume any of the duties.
- In addition to these specific legal duties the law requires the tenant to
- Give required notice to the landlord when he wishes to end his tenancy



LEGAL DUTIES – LANDLORD

Under the law, whether there is a written lease or not, the landlord must fulfill the following obligations:

- Comply with the requirements of all zoning and housing laws and regulations which affect health and safety.
- Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
- Keep all common areas of the premises in a safe and sanitary condition
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating and cooling fixtures and appliances, and elevators, which he/she has supplied or is required to supply.
- Supply running water and reasonable amounts of hot water and heat at all times, unless the heat or hot water unit is within the tenant's exclusive control and is supplied by a direct public utility connection.
- Provide and maintain trash receptacles and arrange for trash removal if he/she is a landlord for a structure with four or more dwelling units.
- 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 or make repairs. Unless there is an emergency, reasonable notice is usually considered to be 24 hours.
- When a tenant moves in, notify the tenant in writing if the landlord owns fewer than three dwelling units (a tenant cannot put his/her rent in escrow if a landlord owns three or fewer units and has informed the tenant of this).