

LANDLORD RESPONSIBILITIES

1. *Make sure the rental unit complies with all building, housing and health codes, which significantly affect health and safety.*
2. *Make all repairs necessary to make the unit livable.*
3. *Keep in good working order all electrical, plumbing, heating and ventilation systems.*
4. *Supply adequate hot water and heat at all times.*
5. *Keep all hallways and stairways safe and sanitary*
6. *Provide garbage cans if there are four or more units in the building.*
7. *Provide the tenant with 24-hours notice and legitimate reason before entering the unit. You may enter the unit without notice only in emergency situation.*
8. *Provide the tenant with the name and address of the owner or his agent in writing at the beginning of tenancy.*
9. *Do not harass the tenant by unreasonable or repeated demands to enter the unit.*

TENANT RESPONSIBILITIES

1. *Always pay your rent on time!*
2. *Keep your unit in a safe and sanitary condition.*
3. *Dispose of trash in sanitary manner.*
4. *Keep all appliances that the landlord provided in good working conditions.*
5. *Keep plumbing fixtures clean and use any appliance properly.*
6. *DO NOT damage the unit or permit your guest or visitors to do so.*
7. *DO NOT disturb other tenants*
8. *Permit the landlord or his agent to enter the unit if he makes a reasonable request and provides you with a 24- hour notice.*
9. *Comply with any requirements imposed of you by local housing, health and safety codes.*

** You are responsible to your landlord for any damage you cause. Your landlord can take money out of security deposit when you move out pay for these damages. He can also sue you for any additional amounts necessary to make necessary repairs. However, you are not responsible for normal wear or tear. Taking pictures of the unit and having a witness (not a relative or a person who has a financial interest.) When you move in and when you move out can help protect you. Your landlord can evict you if you do not perform your obligations.*

IMPORTANT FACTS FOR LANDLORDS AND TENANTS!

- ❖ *If you as a tenant do not have a lease, the landlord can increase your rent any time after giving you a 30-day notice.*
- ❖ *A landlord is permitted to request a deposit of any size. However, if the landlord keeps the deposit for at least 6 months, he must pay you interest on the amount that is greater than 1 -months rent. The deposit may be kept by the landlord for any unpaid rent amount and/or for damages done to the unit.*
- ❖ *A tenant is required to return the keys to the landlord and give his forwarding address to the landlord in writing. Tenant's) should keep a copy for their records.*
- ❖ *With in 30-days the landlord is required to return the security deposit or send a written statement explaining in detail why the deposit or part of it is not being returned. If the landlord does nothing at all with-in 30-days, the tenant can sue the landlord for double the amount of the deposit.*
- ❖ *A landlord can evict a tenant if rent is NOT PAID OR NOT PAID ON TIME*
- ❖ *If there is no lease, the landlord can end the agreement by giving the tenant a 30-day notices to leave.*

** Rights of landlords and tenants are protected even if there is no formal written lease. The Ohio Revised Code is still in effect.*

RENTING? BEWARE OF ORAL LEASE

Leasing a unit usually requires signing a legal document (the "lease") which is binding contract between the landlord and the tenant for definite period of time. Those lengths of time are usually month-to month or of 1 year's duration. Many tenants never lease, this means you do not have many of the rights as a tenant who has a written lease agreement.

If you have a verbal lease agreement you **SHOULD:**

- Get the name and address of the landlord.
 - Know when and where rent is to be paid.
 - Know what utilities you will pay.
 - Discuss upkeep and maintenance of the unit. Who removes garbage? Who cuts grass? Etc.
 - Always have a witness who can testify regarding any oral agreements.
- ❖ If you see there are repairs that need to be made, it is a good idea not to move in until they are made. If you cannot wait, but the landlord promises to make repairs, write down a list of repairs, date it and give a copy to the land lord. Keep a copy for yourself.

Be careful if the landlord promises to pay you or reduce your rent if you do the repairs. Make sure any promises of this type are definite and in writing.

Oral agreements are not recommended. Ask to get all terms and conditions

FAIR HOUSING IS YOUR RIGHT.

Fair housing is a right protected by federal and state law. Fair housing means you may freely choose a place to live without regard to your race, color, disability, religion, sex, national origin or familial status (presence of children under the age of 18 years of age).

The local Fair Housing Program is here to help you by: answering your housing questions, providing education on your rights and responsibilities and assisting you in filling a fair housing complaint. The Fair Housing Program offers assistance to everyone and there is no fee for this service, I you have experienced discrimination or unfair treatment, Please call 1-800-850-0467.

ACKNOWLEDGEMENT

This Tenant/Landlord Guide to Rights and Responsibilities is based on Ohio Revised Code, Chapter 5321 Landlord and Tenants.

Landlords and tenants should have a basic understanding of the Ohio Landlord Tenant Law. This information and materials contained in this brochure are designed to inform both landlords and tenants of some of their rights and responsibilities under the law.

This guide is nit intended to be a definite statement of the law. Tenants and Landlords can use this guide as self- help merchandise for simple day to day problems. However, If the situation warrants legal advice, please contact an attorney.

FAIR HOUSING:

A TENANT & LANDLORD GUIDE TO RIGHTS AND RESPONSIBILITIES



**City of Geneva
Fair Housing Program
Tammy Shuttleworth
Tel: 440-466-4675**

OR

**U.S. Department of Housing & Urban
Development
1-800-669-9777
TDD 1-800-927-9275
OR
Ohio Civil Rights Commission
1-614-466-2785
TTY 1-614-466-9353**