

ORC 5321 Landlord-Tenant Law

The Eviction Process...

A landlord or owner wanting to evict a tenant under Ohio Law (ORC Sec.1923) must follow specific steps:

- 1.) The landlord/owner wishing to evict a tenant must notify the tenant to leave the premises 3 days or more before beginning any court action.*
- 2.) The landlord/owner must hand a written copy of the notice to the tenant in person, or leave the notice at the tenants residence .The tenant must be advised that he/she may need legal assistance. Every notice given must contain the following language printed or written in a conspicuous manner:*

“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 recommended that you seek legal assistance.”

If the tenant does not vacate the unit, the landlord must file an Eviction Complaint at the local Municipal Court.

- 3.) The tenant receives a summons to appear at court . The summons must be delivered at least 5 days before the hearing.*
- 4.) A court hearing is held and a judge or referee will decide the case.*
- 5.) If a judge orders a tenant to leave, the tenant is usually given 7 to 10 days to comply. If the tenant does not leave at the end of that time, the Bailiff may enforce the order by physically removing the tenant and his/her belongings from the unit.*

You as a tenant may be evicted If...

- 1) You are behind in rent payments.*
- 2) You engage in any terms in your lease.*
- 3) You have violated a provision of the Ohio Landlord-Tenant Law.*
- 4) You have not complied with a 30-day notice given by your landlord to correct a situation.*
- 5) The term of your lease has expired.*

You as a landlord may not evict a tenant, increase rent, or decrease services because...

- 1) The tenant has complained to you because needed repairs were not made as promised.*
- 2) The tenant decides to deposit with the clerk of courts all money due to you because promised repairs/improvements were not made in a reasonable time.*
- 3) The tenant has spoken to a government agency about problems in the unit or has formed a tenant’s organization to work and change conditions for the betterment of all tenants.*

You as a landlord may not ...

- 1) Cut off any utility services*
- 2) Lock out tenants or change locks.*
- 3) Seize any personal property of the tenant*
- 4) Enter the premises without proper notice. (24 hours required except in case of emergency)*

UNDERSTANDING EVICTIONS:

A Guide for Landlords And Tenants



The City of Geneva Fair Housing Program

*Tammy Shuttleworth
Fair Housing Coordinator
44 North Forest Street
Geneva, Ohio 44041
Tel: 440-466-4675*

*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*

The Landlord must...

- 1) *Comply with all the requirements of any local building, housing, health or safety codes which materially affect the health and safety of the tenants.*
- 2) *Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.*
- 3) *Keep all common areas of the premises safe and sanitary.*
- 4) *Provide trash and waste receptacles if there are 4 or more living units in a building. He must also make arrangements for the removal of trash and waste placed in the receptacles.*
- 5) *Supply running water, a reasonable amount of hot water, and reasonable heat at all times. The only exception is where there is a direct hook up under the control of the tenant.*
- 6) *Give tenant's) reasonable notice of his intent to enter the premises and enter only at reasonable times, except in the case of an emergency.*
- 7) *Provide the tenant with a name and an address of the owner and/or his agent in writing at the begging of the tenancy. If there is a written lease the owner's name and address must be in the lease.*
- 8) *Keep all electrical plumbing, heating, ventilation and air condition fixtures and appliances (and elevators) supplied by the landlord/ owner in good and safe working condition.*
- 9) *Not harass tenant's) by unreasonable or repeated demands to enter the unit. If the landlord/owner enters a unit without the tenant's permission, the tenant can recover damages resulting from the landlord/agent's unreasonable entry.*

The Tenant must...

- 1) *Keep his/her unit in safe and sanitary condition*
- 2) *Dispose of trash and garbage in a clean, safe and sanitary manner.*
- 3) *Comply with any legal requirement imposed on tenants by local housing and health/safety codes and provision of the Ohio Landlord/Tenant Law.*
- 4) *Use and operate all electrical and plumbing fixtures properly.*
- 5) *Allow the landlord or his tenant to enter his/her unit for inspection to see what repairs and maintenance are needed. Or, to make such repairs or improvements at reasonable times if the landlord/agent provides reasonable notice.*
- 6) *Not intentionally or negligently destroy, damage or deface property of the landlord. Or, remove any plumbing fixtures or electrical appliances from the premises and forbid any guest from doing the same.*
- 7) *Act in a manner that will not disturb other tenant's peaceful enjoyment of their units.*

LANDLORDS MAY EVICT TENANTS IF:

The tenant is delinquent in rent payments or; the tenant is in violation of specific lease covenants or; has caused severe damages or; required repairs are so large the tenant must move out or; the rental agreement has expired.

Leases:

Leases are important. Without a written lease tenancy can be terminated or rent raised by either 7-day notice if renting by week or a 30-day notice if renting by month. Leases are protection for both the tenant and the landlord.

NOTE: Tenant rights are protected under Ohio Law even though theirs is not a formal written lease.

TENANT (S) must be current in rent for any legal remedies to apply.

VIOLATIONS OF A LEASE

A tenant who violates the terms of his lease or the tenant provisions of the Ohio Landlord/Tenant Law maybe subject to the landlord recovering an actual damages which result from the violation together with reasonable attorney's fees and termination of the rental agreement.

If you have questions regarding your responsibility as a landlord or tenant, call 1-888-892-8484 (toll free)