Renting

Leasing usually requires signing a legal document which is binding between the landlord and tenant for a definite time period. Renting is usually month-to-month. Many tenants never sign a lease. If you do not, that does not mean you do not have many of the same rights as tenants who have leases.

If you do not have a lease you should:

1. Get the name and address of the landlord
2. Know when and where rent is to be paid
3. Know the utilities you will pay
4. Know the utilities the landlord will pay
5. Discuss garbage removal, snow removal and grass cutting
6. Have a witness who would testify regarding any oral agreements

If you see things in the rental unit that need to be repaired, it is a good idea not to move in until the repairs are made. If you cannot wait but the landlord promise to make the repairs, write your own dated list of repairs to give to the landlord and keep a copy for yourself.

Be careful if the landlord promises to pay you to make repairs. Make sure that the amount he will pay is definite and his promise is in writing.

Oral agreements are not recommended so ask to get all terms and conditions written down. Anything that is written will protect you.

EQUAL HOUSING OPPORTUNITY

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).

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 filing a fair housing complaint. The Fair Housing Program offers assistance to everyone and there is no fee for this service. If you have experienced discrimination or unfair treatment please call: 1-866-666-4612.

Acknowledgment

This Renter and Landlord Guide is based on the Ohio Revised Code, Chapter 5321 Landlords and Tenants

Landlords and tenants should have a basic understanding of the Ohio Landlord-Tenant Law. The 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. The guide is not intended to be a definite statement of the law. Hopefully, tenants and landlords can use this guide as a self-help mechanism for simple day-to-say problems. However, should the situation warrant legal advice, please contact an attorney.

EQUAL HOUSING OPPORTUNITY

Fair Housing

Fair Housing is Your Right

LOGAN COUNTY · UNION COUNTY · CHAMPAIGN COUNTY · LUC

LUC Regional Planning Commission
9676 E Foundry St, PO Box 219
East Liberty OH 43319
www.lucplanning.com
Fair Housing: 937-666-3431
Fair Housing Toll Free: 866-666-4612
Champaign County Commissioners: 937-484-1611

Landlord Responsibilities

1. Make the house or apartment comply with **all** building, housing, and health codes which significantly affect health and safety.
2. Make all repairs necessary to make the house or apartment 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 hallways and stairways safe and sanitary
6. Provide garbage cans, if four or more units are owned in the same building
7. Give tenant **at least** 24 hours notice with a legitimate reason before entering the rental. A landlord can enter without notice only in an *emergency* situation.

Whether or not a tenant has a lease and in whatever kind of housing being rented, the landlord has a number of obligations the law says he/she must perform, even if the lease says he/she does not.

Tenant Responsibilities

1. Pay the rent on time
2. Keep the apartment/house safe and sanitary
3. Dispose of trash and garbage in a sanitary manner.
4. Keep all appliances that the landlord provides in good working order.
5. Keep the electrical and plumbing fixtures clean and use them properly.
6. Do not damage the apartment/house or permit your guest or visitor to do so.
7. Do not disturb other tenants.
8. Permit the landlord to enter the apartment if he/she makes a reasonable request and gives at least 24 hours notice.

You are responsible to your landlord for any damage you cause. Your landlord can take the money out of your security deposit when you move out and he can sue you for additional damages. However, you are not responsible for normal wear and tear. Taking pictures of the apartment/house and having a witness (not a relative or person with financial interest) when you move in and when you move out can protect you.

Your landlord can evict you if you do not perform your obligations.

Important Facts for Tenants and Landlords

1. When a tenant does not have a lease, the landlord can increase rent, after giving 30 days notice, at any time.
2. A landlord is permitted to request a security deposit of any size. However, if the landlord keeps the deposit for at least six months, he/she must pay interest on the portion of the deposit which exceeds one month's rent. The deposit may be kept by the landlord when the tenant moves out for any unpaid rent or for damages done to the apartment/house.
3. When a tenant moves out, they should return the keys and give their new address in writing (keep a copy) to the landlord.
4. Within 30 days, the landlord is required to return the deposit or send a written statement explaining in detail why the deposit or part of it is not returned. If he/she does not respond at all within the 30 days, you have the right to sue for double the security deposit.
5. A landlord can evict if rent is not paid on time.
6. If there is no lease, a landlord can end a rental agreement by simply giving a tenant 30 days notice to vacate.
7. Keep a copy of all documents and letters.