
Ohio Landlord-Tenant Law

Under the Ohio Landlord-Tenant Law (Ohio Revised Code 5321.07(A)), you have the right to withhold payment of rent to the landlord under the following circumstances:

1. If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04
2. If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
3. If the conditions of the premises are such that the landlord has failed to fulfill any obligation as required by law.
4. If the government agency has found that the premises are not in compliance with building, housing, health, or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of an occupant.

If you need legal assistance, you may call: Legal Aide of Western Ohio at: 888-534-1432

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Please Note: This brochure provides guidance and does not take the place of Legal Advice. For Landlord/Tenant issues, please contact your local Legal Aide Office or Attorney of choice.



Repairs to Rentals

How to Request Repairs and What to do if repairs are not made



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



How to Request Repairs and What to do if Repairs are not made

A letter outlining the needed repairs must first be sent to the landlord. A reasonable time period, defined as 30 days unless the condition is threatening the tenant’s health, should be stated in the letter. Include photographs of the problem areas, if possible. This letter should be sent by certified mail, return receipt requested. You should keep a copy of the letter for your records.

If the landlord does not make the repairs as requested, the tenant may do one of the following:

1. Escrow Rent Payments—Deposit rent with the Clerk of Courts office. For the tenant to exercise this option, rent must be current at the time of deposit. The tenant must present the Court with a copy of the letter sent to the landlord outlining the requested repairs, along with the return receipt showing the landlord received the letter.
2. Request the Court to order the landlord make the repairs. The tenant may ask that the rent be reduced until the repairs are made or that rent paid into the escrow account be released to make the necessary repairs.
3. The tenant also has the option to Terminate the Rental Agreement with no penalty if the landlord fails to remedy the situation. Proper notice must be given (see example of letter given)

Please Note: These actions cannot be taken against a landlord who owns three or fewer units and who informed the tenant of this fact in writing at the time of occupancy.

Example: Notice to Remedy Conditions

Date:(Insert Date)
Landlord’s Name: (Insert Landlord’s Name)
Address: (Insert Landlord’s Address)

Dear (Insert Landlord’s Name):

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, section 5321.04 (A). I am requesting that the following repairs be made to the unit I occupy at (Insert Tenant’s Address).

Items to be repaired (include all items necessary for repair):

1. Insert item
2. Insert item
3. Insert item

I am requesting that the aforesaid conditions be remedied by (Insert date that is 30 days in the future). I will be depositing my rent payments with the Clerk of Courts office if the conditions are not remedied.

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

Insert Tenant’s Name
Insert Phone number

Please Note: Keep two copies—one for you and one for the court.

Example: Failure to Remedy Conditions

Date:(Insert Date)
Landlord’s Name: (Insert Landlord’s Name)
Address: (Insert Landlord’s Address)

Dear (Insert Landlord’s Name):

I sent a letter on (insert date) indicating that the aforesaid conditions be remedied. A deadline of (insert timeframe) was given and as of today, these items remain uncorrected.

Under the Ohio Landlord-Tenant Law (Revised Code 5321.07 (B)(3)), I have the right to (insert action: terminate our rental agreement, escrow rent payments, or request the court to order repairs be made) if I have given you written notice of the aforesaid conditions and you fail to remedy them within a reasonable time.

Since you have failed to do so, I am (insert action being taken).

(If terminating the rental agreement include: I am moving out of the premises located at (insert address) on (insert date). Please send my security deposit of (insert amount) to me at (insert address).

Respectfully,

Insert Tenant’s Name
Insert Phone number

Please Note: Keep two copies—one for you and one for the court.