



# OHIO RENTAL RESOURCE GUIDE

# LEAN

## Landlord Engagement Action Network

A PROGRAM BY



FUNDED IN PART BY



# www.WestsideLEAN.org

This guide can help you navigate the rental process. It includes the rights and responsibilities of tenants and landlords in Ohio, explains important legal terms, lists contact information for helpful resources in your area, and provides several sample documents that you may need to use.



## About Homes on the Hill Community Development Corporation

Homes on the Hill is a 501(c)(3) non-profit affordable housing developer and a HUD approved housing counseling agency. HOTH helps families achieve their dream of purchasing and keeping a home through our education classes and individual housing counseling. HOTH works to support and strengthen communities in various ways including implementing the LEAN program.

Homes on the Hill offers homes for sale to low and moderate income families and individuals, free first time homebuyer education classes, budget and credit counseling, foreclosure prevention counseling, and rental counseling. All services are offered in English and Spanish.

## For more information contact:

**Homes on the Hill CDC**  
3659 Soldano Boulevard  
Columbus, OH 43228  
phone (614) 275-HOME (4663)  
fax (614) 275-3060  
www.hoth-cdc.org

*This program was made possible in part by a grant from the Ohio State Bar Foundation. The views expressed herein do not necessarily represent those of the Ohio State Bar Foundation.*

# www.hoth-cdc.org

*This Resource Guide was created to provide general information about tenant and landlord rights/responsibilities and to clarify common rental issues and definitions. The information in this brochure was compiled from various educational sources listed below and the Ohio Revised Code. For advice regarding specific legal situations consult an attorney. The information provided by this Resource Guide is provided as a public service for informational purposes only. It is not legal advice and should not be relied upon in such a manner.*

**The Legal Aid Society of Columbus**  
*Right and Duties of Tenants in Franklin County*  
Columbus, 2014. Print.

**The Legal Aid Society of Columbus & Community Mediation Services**  
*My Landlord Isn't Making Repairs: What Can I Do?*  
Columbus, 2014. Print.

**The Ohio State Bar Association**  
*What you Should Know About Tenant/Landlord Tights and Obligations.*  
Columbus, 2013. Print.

# ABOUT LEAN

The Landlord Engagement Action Network (LEAN) was founded in 2014 on Columbus' Westside. LEAN's primary goal is the creation of better communities by focusing on the landlord-tenant relationship.

# WHAT WE DO

## EDUCATE



LEAN provides landlords and tenants with valuable educational resources through education seminars on topics including: landlord/tenant law, city code and compliance, fair housing policies, tenant screening, and mediation.

## CONNECT



LEAN encourages innovative rental practices by connecting landlords and tenants to community resources and to each other. LEAN also invites Westside landlords to join our association by taking a pledge of responsible property management. We make our member list available through our website to connect prospective tenants with LEAN members who have taken the pledge.

## RESOLVE



LEAN facilitates conflict resolution by linking landlords and tenants with free mediation services. The Hilltop Shalom Zone's mediation team includes more than 30 trained volunteer mediators, some of which speak both English and Spanish.

# LEGAL INFORMATION

## Landlord

ACCORDING TO THE OHIO REVISED CODE 5321.04

The law can be confusing and hard to interpret, which is why LEAN has compiled a brief description of the rights and responsibilities of tenants and landlords. These are the legal obligations of landlords & tenants, even if it is not mentioned in the lease agreement. Remember to thoroughly read your lease and consult a lawyer for legal advice. You are able to read the Ohio Revised Code, which states the following summary of landlord and tenants rights & responsibilities, online at <http://codes.ohio.gov/orc>. The section regarding landlords/tenants is under Title 53 LIII Real Property Chapter 5321 Landlords & Tenants.



### RESPONSIBILITIES OF LANDLORD

- Follow building, housing, and health codes that affect health and safety.
- Repair the property to livable standards.
- Keep in working order all electrical, plumbing, heating and ventilation systems and all appliances supplied by the landlord.
- Supply adequate hot water and heat, although the tenant may be required to pay for these services.
- Keep all common areas safe and sanitary.
- Provide garbage cans (only for buildings containing four or more units).
- Give tenants at least 24 hours written notice before entering the property.
- Begin an eviction against a tenant if there is good reason to believe the tenant is using or selling illegal drugs on the property.

### RIGHTS OF LANDLORD

- Rent property for any amount you wish unless lease agrees to fixed rent; can increase with adequate notice (at least 30 days).
- Rent to anyone you wish so long as the anti-discrimination statutes are upheld, and establish any conditions and terms within the lease that do not conflict with federal or state law (see landlord responsibilities).
- Evict a tenant for nonpayment of rent or breaking the lease terms. You must first provide the tenant with a three-day notice to either leave the property or face eviction proceedings. If the tenant has not left after this three day period, you may then file an eviction with the local municipal court.
- Notify the tenant in writing (within 30 days before filing eviction) if the tenant is failing to follow a tenant duty that affects health or safety.
- Right to enter the premises to inspect, repair, make improvements, supply services, or show the property if reasonable notice (at least 24 hours) is given.
- Right to have your property returned to you in as good a condition as it was when the tenant took possession (except ordinary wear and tear).

# LEGAL INFORMATION

## Tenants

ACCORDING TO THE OHIO REVISED CODE 5321.05



### RESPONSIBILITIES OF THE TENANT

- Pay rent every month. This is the most important thing.
- Do not damage the unit or allow anyone to do so.
- Keep unit in a safe and sanitary condition.
- Comply with state and local housing, health and safety codes.
- Properly dispose of trash.
- Keep appliances in good working order.
- Properly use and keep clean all electrical and plumbing fixtures.
- Do not disturb other tenants.
- Permit your landlord to enter the premise when a reasonable request is made with 24 hour notice.
- Do not allow controlled substances (such as drugs) on the premises.
- Repair damages caused by you or your guests, beyond normal wear and tear
- Do not allow sexual predators to occupy the unit if located within 1,000 ft of a school or preschool or child daycare center.
- Comply with terms of the lease as they relate to subletting and additional occupants.

### RIGHTS AS A TENANT

- Right of exclusive possession of the property until the lease expires as long as you are following the law and lease/rental agreement you have made with your landlord.
- Right to notify your local code enforcement agency about health and safety issues
- Right to notify your landlord for not performing any legal duties (mentioned above).
- Right to know the name and address of your landlord (owner of the property) and their agent. This information should be found on your lease.
- Right to join with other tenants in order to bargain lease terms with the landlord
- Right of privacy. 24 hour notice must be given to enter the premises.
- A landlord cannot take possession of your belongings to compensate for missed rent payments.
- A landlord must make repairs within 30 days of the tenant sending a written repair request. Repairs that impact safety and health will need to be fixed sooner and may require immediate attention. If repairs are not made you have the right to get a court order for repairs to be made. Document all correspondence, including dates, and take photos.

# Definitions

## **LANDLORD**

is the person who owns rental property.

## **TENANT**

is the person who rents living space from a landlord.

## **PROPERTY MANAGER**

is the person hired by the landlord to manage the property.

## **SECURITY DEPOSIT**

is a sum of money that is required at the time of the tenant's move-in date to cover damages that may occur during the tenant's renting period. Security deposit payments are usually the same cost as one to two months rent. The security deposit is returned within 30 days after the tenant's move-out date if there are no additional costs. The landlord should return the deposit (or send the tenant a letter explaining how the deposit was used) within 30 days of the tenant moving out. The landlord can use the security deposit to cover unpaid rent, other unpaid charges, or damages caused by the tenant that exceed normal wear and tear. The tenant needs to provide her/his landlord with a forwarding address so that the landlord knows where to send the deposit or letter.

## **RENTAL INSURANCE**

provides coverage for a tenant's possessions in case of a disaster. Rental insurance often covers replacing valuables and items of the tenant as well as housing for the tenant while their unit is repaired or they find other housing. Tenants should talk to their current insurance provider about rental insurance and coverage options.

## **RENTAL AGREEMENT OR LEASE**

A Rental Agreement or Lease can be a written or oral contract between you and your landlord. It specifies the terms, conditions, rules and other requirements concerning the use and occupancy of your dwelling. A well written lease benefits both parties as it should eliminate all of the misunderstandings and problems that often arise between landlords and tenants. If you do not have a written lease either party may give notice of termination of the lease with seven days notice. Landlords are not

permitted to shift landlord responsibilities (outlined by law in above section) onto a tenant in a lease. For more information review the Ohio Revised Code 5321.06.

## **EVICTION**

is the legal process by which a tenant is removed from a property. In Ohio, an eviction filing for non-payment of rent must be preceded by a three-day notice letter. Three days after this letter is delivered, the landlord can file for an eviction. For other evictions, the tenant is allowed 30 days to remedy before the eviction can be filed. The court will set a hearing date several weeks after the filing date. At the hearing, the landlord and tenant present their cases on whether an eviction is justified. A decision is made at the hearing. If an eviction is granted, the court will post a notice at the property, giving the tenant several days to vacate. If the tenant still has not left the property, the local sheriff's department will forcibly remove the tenant and all of their belongings. Note: Even if an eviction is not actually carried out, the filing will still appear on one's record and will adversely impact ability to rent in the future.

## **ESCROW**

### **(OHIO REVISED CODE 5321.07-10)**

A tenant can withhold rent from a landlord by placing it into escrow with the court. If a landlord is not following the lease agreements and/or the law, the tenant first needs to give the landlord a written notice of the problem and save a copy of the written notice. The notice should give specific details of how the landlord has violated their obligations. If the problem has not been addressed after 30 days, the tenant can either (A) terminate the lease or (B) start a rent escrow account with the Clerk of the Municipal Court (375 South High Street, 3rd Floor). At the escrow window you can pay the amount that is due to your landlord and continue to do so until the problem has been addressed. It should be noted that the tenant should try their best to contact and speak with the landlord directly about the problem before placing their rent in escrow. The tenant should also consider mediation before legal action. In some cases it may be more effective to find other tenants who have the same problem with your landlord and place your rent in escrow in unison.

# Community Resources

## COLUMBUS AREA

### FREE MEDIATION

#### Greater Hilltop Shalom Zone

#### Mediation & Peacemaking Services

(614) 276-6763 [mediation@hilltopshalomzone.org](mailto:mediation@hilltopshalomzone.org)

#### Community Mediation Services of Central Ohio

(614) 228-7191 [www.communitymediation.com](http://www.communitymediation.com)

### EMERGENCY HOUSING

**YWCA Family Shelter** *Families only* (614) 253-3910

**Central Point of Access** *Single adults only* (888) 474-3587

### AFFORDABLE HOUSING

**Columbus Metropolitan Housing Authority** (614) 421-6000

**Community Housing Network** (614) 487-6731

**Community Properties of Ohio** (888) 437-0594

[www.propertylist.cpoms.org](http://www.propertylist.cpoms.org)

**Ohio Housing Locator** [www.ohiohousinglocator.org](http://www.ohiohousinglocator.org)

**Homeport** (614) 221-8889 [www.homeportohio.org](http://www.homeportohio.org)

**Homes on the Hill CDC** (614) 275-4663 [www.hoth-cdc.org](http://www.hoth-cdc.org)

### HOUSING RIGHTS & DISCRIMINATION

*If you are facing housing discrimination contact:*

#### The Columbus Urban League

(614) 257-6300 or (614) 372-2345

[www.cul.org/cul-housing-services/](http://www.cul.org/cul-housing-services/)

#### Central Ohio Fair Housing Association

(614) 344-4663 [www.cofha.com](http://www.cofha.com)

**NCLR Fair Housing Helpline** (888) 532-3021

**Ohio Civil Rights Commission** (614) 466-2785

### LEGAL ASSISTANCE

#### The Legal Aid Society of Columbus

*Low income tenants may qualify for free legal services*

(888) 246-4418 or (614) 221-0754

#### Ohio State Legal Services Association

(614) 221-7201 or (800) 589-5888

#### Columbus Bar Associate Lawyer Referral Service

*Lawyer for Justice Program* (614) 221-0754

### FURNISHING ASSISTANCE

**Salvation Army** (614) 221-6561

**Furniture Bank of Central Ohio** (614) 272-9544

### EMERGENCY FINANCIAL ASSISTANCE

#### Ohio Dept of Job & Family Services: Prevention Retention, and Contingency (PRC)

*Offers employed adults with children short-term assistance or wage supplementation*

(614) 233-2000 xt 1 [www.odjfsbenefits.ohio.gov](http://www.odjfsbenefits.ohio.gov)

#### Impact Community Action

*Offers Emergency assistance for rental, water/utility; and furniture to Franklin County residents without children (or if PRC denied)* (866) 747-1040

#### Salvation Army

*Offers emergency rent assistance when available*

(614) 221-6561

#### COMPASS

*Offers \$100 for rent in a 12-month period*

*(eviction notice required)* (614) 221-6561

### DOMESTIC VIOLENCE ASSISTANCE

#### Choices Eliminating Domestic Violence

*Offers 24-hour crisis and information services, temporary shelter, counseling, legal and community advocacy*

(614) 244-4663

# Community Resources

## IMMIGRATION SERVICES/ENGLISH CLASSES

**Community Refugee & Immigration Services**  
(614) 235-5747

**English for Speakers of Other Languages**  
(614) 456-1520

## GENERAL COMMUNITY RESOURCES

**311 Columbus Code Enforcement/  
Columbus Service Center**  
*To request inspections of your dwelling or report  
a code violation*  
(614) 645-3111  
311.columbus.gov

**Franklin County Health Department**  
(614) 462-3160

**Hands on Central Ohio** (614) 221-2255

**The Ohio Benefit Bank** (800) 648-1176

**Jewish Family Services** (614) 231-1890

**Franklin County Job & Family Services** (614) 233-2000

## SOUTHEASTERN OHIO

### EMERGENCY HOUSING

**Scioto County Homeless Shelter** (740) 353-4085

**Good Works Inc., The Timothy Shelter** (740) 594-3333

**Haven of Hope** (740) 439-7233

**Greater Wheeling Coalition for the Homeless** (304) 232-6105

### AFFORDABLE HOUSING

**Scioto County Habitat for Humanity** (740) 353-4993

**Habitat for Humanity of Southeastern Ohio**  
(740) 592-0032

## HOUSING RIGHTS AND DISCRIMINATION

**Ohio Civil Rights Commission**  
Central Office, (614) 466-2785

## LEGAL ASSISTANCE

**Southeastern Ohio Legal Services**  
Portsmouth Office (740) 354-7563  
Athens Office (740) 594-3558  
Chillicothe Office (740) 773-0012  
New Philadelphia Office (330) 339-3998  
Steubenville Office (740) 283-4781

## FURNISHING ASSISTANCE

**Salvation Army Portsmouth** (740) 353-2400

**Salvation Army Cambridge** (740) 432-7759

## EMERGENCY FINANCIAL ASSISTANCE

**St. Vincent De Paul Society Barnesville** (740) 425-9438

**Diocese of Steubenville Catholic Charities**  
(740) 282-3631

## DOMESTIC VIOLENCE ASSISTANCE

**St. Francis Catholic Social Services** (740) 353-3185

**Women's Tri-County Help Center** (740) 942-1018

**ALIVE, Inc.** (740) 283-3444

## GENERAL COMMUNITY RESOURCES

**Ross County Department of Job and Family Services**  
(740) 773-2651

**Belmont County Department of Job and Family Services**  
(740) 695-1074

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LEAN/ HOTH does not endorse any product, service organization, company, information provider, or content.

# Community Resources

## CINCINNATI AREA

### FREE MEDIATION

Housing Opportunities Made Equal (HOME) of Greater Cincinnati (513) 721-4663

### EMERGENCY HOUSING

David and Rebecca Baron Center for Men (513) 721-0643

Esther Marie Hatton Center for Women (513) 562-1980

Madisonville Education and Assistance Center (513) 424-4673

Talbert House (513) 338-8596

### AFFORDABLE HOUSING

Cincinnati Metropolitan Housing Authority (513) 721-4580

Greater Cincinnati Behavioral Health Services (513) 469-1188

### HOUSING RIGHTS AND DISCRIMINATION

Urban League of Greater Cincinnati (513) 281-9955

Housing Opportunities Made Equal (HOME) of Greater Cincinnati (513) 721-4663

### LEGAL ASSISTANCE

Legal Aid Society of Greater Cincinnati (513) 241-9400

### FURNISHING ASSISTANCE

New Life Furniture Bank (513) 313-0530

### EMERGENCY FINANCIAL ASSISTANCE

Jewish Family Service (513) 469-1188

Society of St. Vincent De Paul (513) 421-0602

Mercy Help St. John (513) 981-5800

## DOMESTIC VIOLENCE ASSISTANCE

YWCA of Greater Cincinnati (513) 872-9259

Women Helping Women (513) 381-5610

## IMMIGRATION SERVICES

Su Casa Hispanic Center (513) 241-7745

Santa Maria Community Services (513) 557-2700

## GENERAL COMMUNITY RESOURCES

Hamilton County Job & Family Services (513) 946-1000

Churches Active in Northside (513) 381-7233

## DAYTON AREA

### FREE MEDIATION

Dayton Mediation Center (937) 333-2345

### EMERGENCY HOUSING

Mary Queen of Peace House (937) 938-5784

Interfaith Hospitality Network (937) 372-0705

Wilmington. Clinton County Homeless Shelter (937) 382-6272

Interfaith Hospitality Network of Springfield, Inc. (937) 325-8154

### AFFORDABLE HOUSING

Greater Dayton Premier Management (937) 910-7500

Habitat for Humanity of Greater Dayton (937) 586-0860

St. Mary Development Corporation (937) 277-8149

### HOUSING RIGHTS AND DISCRIMINATION

Dayton Human Relations Council (937) 333-1413

# Community Resources

## LEGAL ASSISTANCE

**Advocates for Basic Legal Equality** (937) 228-8088

## FURNISHING ASSISTANCE

**Society of St. Vincent De Paul** (937) 222-7349

## EMERGENCY FINANCIAL ASSISTANCE

**Society of St. Vincent De Paul** (937) 222-7349

## DOMESTIC VIOLENCE ASSISTANCE

**Artemis Center** (937) 461-5091

**Family Violence Prevention Center of Greene County**  
(937) 372-4552

## IMMIGRATION SERVICES

**Catholic Social Services of the Miami Valley**  
(937) 223-7217

## GENERAL COMMUNITY RESOURCES

**Montgomery County Job & Family Services**  
(937) 225-4148

**Life Enrichment Center** (937) 252-5700

## YOUNGSTOWN AREA

### FREE MEDIATION

**Mahoning Valley Dispute Resolution Services**  
(330) 747-2696

### EMERGENCY HOUSING

**Rescue Mission of the Mahoning Valley** (330) 744-5486

**YWCA Mahoning Valley** (330) 746-6361

## AFFORDABLE HOUSING

**Youngstown Metropolitan Housing Authority**  
(330) 744-2161

**Youngstown Neighborhood Development Corporation**  
(330) 480-0423

## HOUSING RIGHTS AND DISCRIMINATION

**Mahoning County Fair Housing Office** (330) 740-2130

## LEGAL ASSISTANCE

**Northeast Ohio Legal Services** (330) 744-3196

## EMERGENCY FINANCIAL ASSISTANCE

**Help Network of Northeast Ohio** (330) 747-2696

## DOMESTIC VIOLENCE ASSISTANCE

**Sojourner House** (330) 747-4040

**Someplace Safe** (330) 393-1565

## IMMIGRATION SERVICES

**Community Legal Aid** (330) 983-2619

## GENERAL COMMUNITY RESOURCES

**Mahoning County Job and Family Services Division**  
(330) 740-2600

**Protestant Family Service** (330) 746-4600

**Saint Vincent De Paul Society** (330) 746-1128

**Catholic Charities** (330) 744-3320

**Youngstown Citadel Salvation Army** (330) 746-8403

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# Community Resources

## CLEVELAND AREA

### FREE MEDIATION

**Cleveland Mediation Center** (216) 621-1919

### EMERGENCY HOUSING

**Family Promise of Greater Cleveland** (216) 767-4060

**Cleveland/Cuyahoga County Homeless Services**  
(216) 420-6844

**Oriana House** (330) 535-8116

**Salvation Army Harbor Light** (216) 781-3773

**North Point Transitional Housing** (216) 455-0095

### AFFORDABLE HOUSING

**Cleveland Housing Network** (216) 564-7100

**Cuyahoga Metropolitan Housing Authority**  
(216) 348-5000

**Neighborhood Housing Services of Greater Cleveland**  
(216) 458-4663

**Famicos Foundation** (216) 791-6476

### HOUSING RIGHTS AND DISCRIMINATION

**Urban League of Greater Cleveland** (216) 622-0999

**The Housing Research and Advocacy Center** (216) 361-9240

### LEGAL ASSISTANCE

**Legal Aid Society of Cleveland** (216) 687-1900

**ACLU of Ohio** (216) 472-2200

### FURNISHING ASSISTANCE

**Cleveland Furniture Bank** (216) 459-2265

## EMERGENCY FINANCIAL ASSISTANCE

**Council for Economic Opportunities in Greater Cleveland**  
(216) 696-9077

**Homeless Prevention and Rapid Re-housing Program**  
(216) 420-6844

## DOMESTIC VIOLENCE ASSISTANCE

**WomenSafe Inc.** (888) 285-5665

## IMMIGRATION SERVICES

**Catholic Charities Diocese of Cleveland** (216) 939-3769

**Asian Services in Action, Inc.** (216) 881-0330

## GENERAL COMMUNITY RESOURCES

**Cuyahoga Job and Family Services** (216) 635-2981

**Jewish Family Services** (216) 378-8675

**Saint Vincent De Paul Society** (216) 696-6525

## CANTON AREA

### FREE MEDIATION

**Coleman Professional Services** (330) 673-1347

### EMERGENCY HOUSING

**YWCA Emergency Shelter** (330) 452-4363

**The place of HOPE** (330) 451-6503

**Refuge of Hope** (330) 456-3213

### AFFORDABLE HOUSING

**Stark Metropolitan Housing Authority** (330) 454-8051

**The ABCD Inc.** (330) 455-6385

**ICAN Housing Inc.** (330) 452-4363

**Community Building Partnership** (330) 458-0962

# Community Resources

## HOUSING RIGHTS AND DISCRIMINATION

City of Canton Fair Housing Commission (330) 438-4133

## LEGAL ASSISTANCE

Northeast Ohio Legal Services (330) 744-3196

Community Legal Aid (330) 535-4191

## FURNISHING ASSISTANCE

YWCA Canton (330) 453-7644

## EMERGENCY FINANCIAL ASSISTANCE

United Way of Greater Stark County (330) 491-0445

First Christian Church (330) 456-2600

## DOMESTIC VIOLENCE ASSISTANCE

Alliance Area Domestic Violence Shelter (330) 823-7223

Domestic Violence Project (330) 491-1351

Safer Futures (330) 673-2500

## IMMIGRATION SERVICES

Catholic Charities (330) 297-7745

Immigrant Worker Project (330) 454-2220

## GENERAL COMMUNITY RESOURCES

Catholic Community Services of Stark County  
(330) 491-0896

Stark County Job and Family Services (330) 452-4661

## AKRON AREA

### FREE MEDIATION

Moore Counseling and Mediation Services, Inc.  
(330) 668-6267

### EMERGENCY HOUSING

ACCESS, Inc. (330) 376-0997

Salvation Army Booth Manor (330) 762-8481

Family Promise (330) 253-8081

Harvest Home (330) 434-1139

### AFFORDABLE HOUSING

Akron Metropolitan Housing Authority (330) 762-9631

East Akron Neighborhood Development Corporation  
(330) 773-6838

The Well Community Development Corporation  
(330) 815-1062

### HOUSING RIGHTS AND DISCRIMINATION

Fair Housing Contact Service, Inc. (330) 376-6191

### LEGAL ASSISTANCE

Community Legal Aid Services (330) 535-4191

### FURNISHING ASSISTANCE

CORE Furniture Bank (330) 379-3188

### EMERGENCY FINANCIAL ASSISTANCE

Catholic Charities (330) 475-0091

### DOMESTIC VIOLENCE ASSISTANCE

Hope and Healing (888) 395-4357

Battered Women's Shelter (330) 374-0740

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# Community Resources

## **IMMIGRATION SERVICES**

**International Institute of Akron** (330) 376-5601

## **GENERAL COMMUNITY RESOURCES**

**Summit County Department of Jobs and Family Services**  
(330) 643-8200

**Salvation Army** (330) 762-8481

## **TOLEDO AREA**

### **EMERGENCY HOUSING**

**Family House** (419) 242-5505

**St. Paul Community Center** (419) 243-6163

**Beach House Family Shelter** (419) 241-9277

### **AFFORDABLE HOUSING**

**Lucas Metropolitan Housing Authority** (419) 259-9448

**Lagrange Development Corporation** (419) 255-8406

**Maumee Valley Habitat for Humanity** (419) 382-1658

### **HOUSING RIGHTS AND DISCRIMINATION**

**The Fair Housing Center** (419) 243-6163

### **LEGAL ASSISTANCE**

**Advocates for Basic Legal Equality Inc.** (419) 255-0814

**Legal Aid of Western Ohio** (877) 894-4599

### **FURNISHING ASSISTANCE**

**Toledo Gospel Rescue Mission** (419) 241-6579

### **EMERGENCY FINANCIAL ASSISTANCE**

**Catholic Charities** (419) 244-5931

## **DOMESTIC VIOLENCE ASSISTANCE**

**Hope and Healing** (888) 395-4357

**Family and Child Abuse Prevention Center**  
(419) 244-3053

## **IMMIGRATION SERVICES**

**International Institute of Toledo** (419) 241-9178

## **GENERAL COMMUNITY RESOURCES**

**Family Outreach Community United Services (FOCUS)**  
(419) 244-2175

**Lucas County Department of Jobs and Family Services**  
(419) 213-8800

# SAMPLE LETTER OF REPAIR REQUEST

## FOR TENANT USE

A tenant can send their landlord a letter that lists the repairs that need to be made in the unit. The tenant should allow the landlord a reasonable amount of time to complete repairs (depending on how critical the repair, 30 days is a reasonable amount of time).

Tenant Name  
123 Tenant Address Rd Apt 1  
Columbus, Ohio 43223

Landlord Name  
123 Landlord Address Rd  
Columbus, Ohio 43223

Month Day, Year

Dear [Insert landlord name],

I am writing to request that you take whatever steps necessary to remedy the following conditions/problems at my residence:

- 1) Problem
- 2) Problem
- 3) Problem
- 4) Problem

Please take whatever steps necessary to remedy these problems within 30 days of the date of this letter.

Thank you for your kind attention to these matters.

Sincerely,

\_\_\_\_\_  
Signed Tenant Name

\_\_\_\_\_  
Printed Tenant Name

### IMPORTANT:

Keep a copy of the letter for your files and get a certificate of mailing. Document all correspondence, including dates, and take photos.

# SAMPLE LEASE TERMINATION LETTER

## FOR TENANT USE

If your landlord has not yet responded to a letter requesting repairs, and you have waited a reasonable amount of time for response or repairs to be completed, you may decide to terminate your lease. In this case you should deliver a letter to your landlord to terminate your lease in order to move out. (Sample letters taken from *Legal Aid: My Landlord Isn't Making Repairs* packet.)

Tenant Name  
123 Address St Apt 5  
Columbus, Ohio 43223

Landlord Name  
123 Address St  
Columbus, Ohio 43223

Month Day, Year

Dear [Insert landlord name],

I wrote to you on Month XX, 20XX asking for you to make certain repairs to my rental unit. I then waited a reasonable amount of time. The problems have not been fixed. Therefore, I am exercising my right under Ohio Revised Code 5321.07(B)(3) to terminate the lease. I will be vacating the property by midnight on Month XX, 20XX. I will return the keys by dropping them off where I pay the rent.

Please return my security deposit to the following mailing address:

Tenant Name  
123 Address St  
Columbus Ohio 43228

Thank you for your attention to these matters.

Sincerely,

\_\_\_\_\_  
Signed Tenant Name

\_\_\_\_\_  
Printed Tenant Name

Visit the resource page on our website at [www.westsideLEAN.org](http://www.westsideLEAN.org) to easily download these sample letters onto your computer.

### IMPORTANT:

Keep a copy of the letter for your files and get a certificate of mailing.

# SAMPLE 3 DAY NOTICE LETTER

## FOR LANDLORD USE

If a tenant has breached the lease or not paid rent a Landlord can deliver a notice to leave the premises in three days. If the tenant does not leave the premises the landlord has to file an eviction to remove them from the premises.

### NOTICE TO LEAVE THE PREMISES

(For Residential Property Only)

To: \_\_\_\_\_, Tenants:

You will please notice that the landlord wants you on or before \_\_\_\_\_ to

Leave the premises you now occupy and which you rented of \_\_\_\_\_ situated and described as follows:

In Columbus, County of Franklin and State of Ohio.

Grounds: \_\_\_\_\_ (a) Non Payment of Rent \_\_\_\_\_

**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.**

\_\_\_\_\_, Landlord

Dated: \_\_\_\_\_

Landlord's Address:

### IMPORTANT:

Keep a copy of the letter for your files and get a certificate of mailing.

# SAMPLE LEASE FOR LANDLORD USE

This is an example of a standard lease agreement between a landlord and a tenant.

## LEASE

### BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, \_\_\_\_\_, shall be referred to as "OWNER" and Tenant(s)/Lessee, \_\_\_\_\_, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at \_\_\_\_\_ in the city of \_\_\_\_\_.

**1. TERMS:** RESIDENT agrees to pay in advance \$\_\_\_\_\_ per month on the \_\_\_\_ day of each month. This agreement shall commence on \_\_\_\_\_, and continue; (check one) A. \_\_\_\_ until \_\_\_\_\_, \_\_\_\_ as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter. B. \_\_\_\_ until \_\_\_\_\_, \_\_\_\_ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

**2. PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows \_\_\_\_\_. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$\_\_\_\_\_, and a Security Deposit of \$\_\_\_\_\_, and additional charges/fees for \_\_\_\_\_, for a total payment of \$\_\_\_\_\_. All payments are to be made payable to \_\_\_\_\_.

**3. SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within \_\_\_\_ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written account of said charges shall be presented to RESIDENT within \_\_\_\_ days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

**4. LATE CHARGE:** A late fee of \$\_\_\_\_\_, (not to exceed \_\_\_% of the monthly rent), shall be added and due for any payment of rent made after the \_\_\_\_\_ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$\_\_\_\_\_.

**5. UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except \_\_\_\_\_.

**6. OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance \_\_\_\_\_.

**7. PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$\_\_\_\_\_ shall be required along with additional monthly rent of \$\_\_\_\_\_ along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

**8. LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

**9. PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space \_\_\_\_\_ . The parking fee for this space (if applicable is \$\_\_\_\_\_ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

**10. NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

**11. DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

**12. CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

**13. ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

**14: PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

**15. HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

Visit the resource page on our website at [www.westsidLEAN.org](http://www.westsidLEAN.org) to easily download these sample letters onto your computer.

**17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

**18. POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

**19. INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

**20. RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

**21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

**22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

**22. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

**23. ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

**24. JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

**25. REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

**26. LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)  Lead Based Paint Disclosure Form  EPA Pamphlet

**27. ADDITIONS AND/OR EXCEPTIONS** \_\_\_\_\_  
\_\_\_\_\_.

**28. NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at \_\_\_\_\_.

**29. INVENTORY:** The premises contains the following items, that the RESIDENT may use. \_\_\_\_\_  
\_\_\_\_\_.

**30. KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)  Keys #of keys and purposes \_\_\_\_\_  
\_\_\_\_\_  House Rules  Pet Agreement  Other

**31. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

**32. RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT'S Signature \_\_\_\_\_ Date \_\_\_\_\_

OWNER'S or Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_





**Landlord Engagement Action Network**

Return this form to Homes on the Hill by mail, fax or in person at 3659 Soldano Boulevard.

Open Monday-Friday, 9am-6pm  
fax (614) 275-3060

## APPLICANT INFORMATION

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## LEAN PLEDGE



- Provide tenants with safe, dry, clean, decent housing.
- Fulfill legally defined duties as a landlord.
- Maintain units in a presentable manner.
- Participate in peaceful mediation services to solve conflicts.
- Not contribute to a culture of drugs, crime, or violence.
- Register rental properties with the county auditor.

## SIGNATURE

I authorize the verification of the information provided on this form and agree to uphold the LEAN pledge.



Signature: \_\_\_\_\_ Date: \_\_\_\_\_

