

Landlord/Tenant Booklet

Presented by:

The City of Bowling Green

Dear Renters,

The Office of the Mayor would like to take this opportunity to welcome you to our city.

It is our aim to provide basic information about renting and to help you with some of the questions you may have about rental housing.

We hope your years in Bowling Green will be happy and rewarding not only for you, but also for the other residents of Bowling Green.

This booklet is designed to inform you about your rights and responsibilities under the housing laws of the state of Ohio. We hope that you will read and use this handbook as a guide for better landlord-tenant relations.

It is important that you read the whole handbook in order to understand the rights and responsibilities of both tenants and landlords. Remember: use this book as a guide, but if you have legal questions we suggest that you contact an attorney or a legal services agency.

THE CITY OF BOWLING GREEN
OFFICE OF THE MAYOR

Graphic design by Aaron Szabo

CONTENTS

SECTION I	Introduction.....	3
SECTION II	Roommates.....	3
	Leases.....	3
	Security Deposits and Checklist.....	4
	Small Claims.....	4
SECTION III	Landlord's Legal Duties.....	5
	Landlord's Rights and Remedies.....	5
	Eviction Procedures.....	6
	Actions a Landlord Cannot Take Against a Tenant....	7
SECTION IV	Tenant's Legal Duties.....	8
	Tenant's Rights.....	8
	Tenant's Remedies.....	9
	Warning to Tenants.....	12
	Repairs.....	13
SECTION V	Why a Written Lease.....	13
	What Must be in a Lease.....	13
	What Should be in a Lease.....	13
	What Cannot be in a Lease.....	16
	Return of Security Deposits.....	16
SECTION VI	Important Things to Remember.....	17
	Responsibilities.....	18
	Communications.....	18
	Important Telephone Numbers.....	22

NOTE THAT THE PAGE NUMBERS ARE SUBJECT TO CHANGE

SECTION I

INTRODUCTION

There are many different types of housing in Bowling Green: houses, apartments, and efficiencies.

If you are a student, one of the important things to consider is how far you want to live from campus. If you have transportation, you may want to consider living a little farther away than if you have to walk.

Compare different landlords. When you talk with potential landlords do you feel you are being treated courteously and fairly? Talk to friends who live in different apartment complexes. Visit various apartment complexes and check out appearances, security, lighting, parking and upkeep of buildings before you rent.

SECTION II

ROOMMATES

Know your prospective roommates. Are your tastes along the same lines? Are your finances adequate or compatible? If you are a student, are your study and social habits similar? You should discuss and agree on cooking arrangements, cleaning responsibilities, and life-styles.

If you choose to have roommates, be sure they will be with you for the full term of the lease. If they will not, make arrangements to cover the balance of the lease.

LEASES

There are different types of leases. (A copy of the Standard Lease, developed by Student Legal Services, is included in this document.) Make sure you **read the entire lease before you sign** and ask questions. A lease is a legally binding contract between a tenant and a landlord. For example, are you responsible for the rent if a roommate moves out? A court may determine that you are responsible.

All tenants should avoid making oral agreements for housing. In particular, all prior oral agreements should be included in a written lease because the court will not look at prior oral agreements as being binding when there is a subsequent written document.

Always be sure you understand the lease you are signing. If not, ask questions and make sure you get an answer you can understand.

Make sure you know what utilities you are responsible for. Who pays for your heat, gas, or electric? Who pays for the trash pick up? These things are very important to check into. If you think something is paid for but later find out that you are responsible, you will have an added expense which you may find difficult to pay.

General Telephone Company (Toll Free) 1-668-3785
Municipal Utilities 354-6259
Columbia Gas of Ohio, Inc. (Toll Free) 1-800-344-4077

SECURITY DEPOSITS AND CHECKLISTS

Almost all landlords require a security deposit. The amount will vary. If the amount exceeds one month's rent, then you must be paid interest on the difference. The purpose of the deposit is to insure the owner a means of recovery and to help cover costs if the tenant causes damage to the property or vacates the premises owing rent.

When you move into your new dwelling **make sure** you get a checklist from the landlord to check your apartment. (A sample checklist is provided in this booklet.) Go over the items and check for breakage, dirt, and things other than normal wear and tear. Return the checklist to the landlord immediately and ask for a copy of it. If there are questionable items, discuss the items with the landlord to make sure they are corrected as soon as possible. The tenant is liable for the difference in the conditions from when they move in to when they move out. That is why it is important to document the condition of the dwelling.

The landlord must return the security deposit within 30 days after the termination date of your lease, provided you supply a forwarding address in writing and return the keys to him.

If there are charges taken from the deposit, the landlord must provide an itemized list of the damages and charges to you.

If you have questions concerning your deposit, call your landlord and talk them over with him. If you are not satisfied and you feel he has not proven why he deducted charges, then you have a right to proceed to Small Claims Court.

SMALL CLAIMS COURT

Small Claims Court is located at 711 South Dunbridge Road, Bowling Green, Ohio. There is a nominal filing fee of approximately \$35.00. The Court may assess this fee to the person who does not win the court case.

Small Claims Court is designed to handle claims of \$3,000.00 or less. Common consumer complaints handled are repair problems, defective products, and non-returned security deposits.

SECTION III

Under the law, whether there is a written lease or not, the landlord must fulfill the following obligations:

1. Comply with the requirements of all zoning and housing laws and other regulations, which materially affect health and safety.
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 in safe and sanitary condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating and air conditioning fixtures and appliances, and elevators, which he has supplied or is required to supply.
5. Supply running water and reasonable amounts of hot water and heat at all times, unless the heat or hot water unit is within the tenant's exclusive control and is supplied by a direct public utility connection.
6. Provide and maintain trash receptacles and arrange for trash removal if he is a landlord for a structure with three or more dwelling units. If the structure is a one or two story dwelling, the City will remove the trash.
7. Give reasonable notice of his intent to enter the premises, enter only at reasonable times unless there is an emergency, and not abuse his right to access in order to inspect the premises. Unless there is an emergency, reasonable notice is usually considered to be 24 hours.

8. When a tenant moves in, notify the tenant in writing if the landlord owns fewer than three dwelling units (a tenant cannot put his rent in escrow if a landlord owns three or fewer units and has informed the tenant of this).

LANDLORD'S RIGHTS AND REMEDIES

1. If the tenant fails to perform any of his legal duties or his rental agreement obligations, the landlord can sue him for damages, termination of the rental agreement, and, in certain situations, attorney fees.
2. Some rental agreements are verbal and many of these are on a month-to-month basis. While a verbal agreement is binding, a written rental agreement is preferable.
3. A landlord may bring an eviction action to remove a tenant from the premises for the following reasons:
 - A. The tenant fails to pay his rent.
 - B. The tenant has violated the terms of an oral or written rental agreement.
 - C. The tenant's rental agreement has expired.
 - D. The tenant has violated a duty imposed by the Landlord-Tenant Act which materially affects health and safety. Before an eviction action for this reason, the landlord must supply a written notice that states what the violation is. If the tenant fails to remedy the violation, the landlord can begin an eviction action.
4. A landlord (or tenant) may end an ORAL agreement as follows.
 - A. Month-to-month tenancy – 30 days notice before the periodic rental date.
 - B. Week-to-week tenancy – 7 day notice.

*NOTE: A landlord does NOT need a reason to give such notice.

EVICITION PROCEDURES

The landlord must notify the tenant in writing of a pending eviction action at least 3 days before an eviction action has been filed against the tenant. However, it must be noted that if the landlord accepts any past due or current rent money, any previous written notice **may** be void. Written notice must be given to the tenant in person, left at his usual dwelling place, or left at the premises where the tenant is renting. The notice must contain the following language:

“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 responsibilities as a tenant, it is recommended that you seek legal assistance.”

After the landlord initiates an eviction action against the tenant, a summons and complaint stating the reason and the time and place of the trial must be served on the tenant at least five days before the date set for the trial. The complaint must contain the following language:

“A complaint to evict you has been filed with this court. No person shall be evicted unless his right to possession has ended, and no person shall be evicted in retaliation for the exercise of his lawful rights. If you are depositing your rent with the Clerk of Courts you shall continue to deposit such rent until the time of the court hearing. The failure to continue to deposit such rent may result in your eviction. You may request a trial by jury. You have the right to seek legal assistance. If you cannot afford a lawyer, you may contact your local legal aid or legal service office. If none is available, you may contact your bar association.”

After the hearing, if the court awards possession to the landlord, the landlord must file a writ of restitution with the Clerk of Court. Once the writ is filed, the Court Bailiff will send the tenant a notice. If the tenant does not vacate the premises by the time designated in the notice (usually 8 or 9 days after the hearing), the landlord must arrange with the Bailiff to set out the tenant’s property. The landlord must arrange to have the property moved from the rental unit to the curbside within 10 days after the writ was issued.

ACTIONS A LANDLORD CANNOT TAKE AGAINST A TENANT

A landlord is forbidden by law from the following:

1. Shutting off a tenant’s utilities or services or refusing to pay utilities.
2. Locking a tenant out of the premises.
3. Seizing the tenant’s personal belongings for purposes of recovering rent payment.
4. Using or threatening to use physical force against a tenant.
5. Retaliating. A landlord may not retaliate against a tenant by:
 - A. Increasing rent;

- B. Decreasing services;
- C. Bringing or threatening to bring a lawsuit against a tenant because the tenant did one of the following:
 - a. Joined a tenant's union;
 - b. Complained to the landlord about his failure to perform his legal duties;
 - c. Complained to a governmental agency about the landlord's failure to perform his legal duties and that failure materially affects health and safety.

However, retaliation may not be easy to prove. The tenant must prove that the landlord retaliated in his actions. The tenant CANNOT use the defense of retaliation if:

1. The tenant is in default in the payment of rent.
2. The tenant complained to a governmental agency about a housing violation that was primarily caused by the tenant or a person on the premises with the tenant's permission.
3. The landlord's compliance with housing laws or regulations would require alterations or demolition of the premises which would effectively deprive the tenant of use of the dwelling unit.
4. The tenant is holding over his term.

If a tenant thinks his landlord is retaliating against him, he should contact an attorney immediately. The tenant may sue for monetary damages and/or injuries OR terminate the rental agreement and sue for attorney fees.

SECTION IV

TENANT'S LEGAL DUTIES

The tenant must:

1. Obey all housing and zoning laws and regulations.
2. Keep the premises (the building and the grounds) which he/she uses, and in which she lives, safe and sanitary.
3. Get rid of all trash and garbage in a safe and sanitary way.
4. Keep all plumbing fixtures he/she uses as clean as their condition permits.
5. Use all plumbing and electrical fixtures properly.

6. Not damage the premises or allow others to damage the premises, when others are on the premises with the tenant's consent.
7. Keep in good working order any appliances (e.g., stove, refrigerator, and washing machine) supplied by the landlord if this is required by a written rental agreement. Before signing such an agreement determine your specific responsibilities.
8. Not disturb the neighbors or allow others on the premises with the tenant's permission to disturb them either.
9. Allow the landlord to enter the dwelling unit after reasonable notice (usually 24 hours unless there is an emergency) to inspect it, make needed repairs or improvements, or show the unit to possible buyers, tenants, or workmen.

TENANT'S RIGHTS

The tenant has the following rights:

1. The right to know the name and address of the landlord or his agent. If there is a written lease, this information must appear in the lease. If the contract is oral, this information must be given to the tenant in writing when he moves in.
2. The right to join with other tenants to bargain with the landlord about the rules and terms of the rental agreement.
3. The right to complain to the landlord about his failure to perform any of his legal duties. A tenant should put such a complaint in writing and deliver it personally or send it certified mail, return receipt requested. If the complaint is made orally the tenant should have a witness.

TENANT'S REMEDIES

If any of the following happens, the tenant may seek remedy:

1. The landlord does not live up to any of his legal duties listed on page 5.
2. The conditions of the apartment or the house make a tenant believe the landlord is not living up to his legal duties listed on page 5.
3. The landlord is not living up to the agreement that the tenant made with him about renting the apartment or house.
4. The Health Department, the Fire Prevention Bureau, or any other governmental agency has found housing code violation that affect the tenant's health and safety.

- A. Deposit all of his rent as it becomes due with the Clerk of the Municipal Court. The tenant does not need an attorney for this; however, once this is done the money cannot be removed without court action.
- B. Apply to the Court for an order directing the landlord to remedy the condition.
- C. Ask the Court to reduce the rent until the work is completed.
- D. Apply to the Court to use the escrowed rent to remedy the condition. (The tenant probably needs an attorney if he chooses this remedy.)
- E. Terminate the rental agreement. (A tenant should probably contact an attorney before taking this action.)

HOW TO SEEK REMEDY:

STEP 1. The tenant must be paid up on his rent.

STEP 2. A list specifying the acts, omissions, or code violations must be sent by the tenant to the landlord at the place where the rent is normally paid.

STEP 3. After the tenant sends the list to the rental agent and/or the owner, if the owner's name and address are known, the tenant must give him a chance to make the repairs. The law requires that the tenant must wait a "reasonable time." For a non-emergency, up to 30 days is a "reasonable time." For a true emergency, the tenant need not wait the full 30 days.

THIS IS WHERE THE SAMPLE CHECKLIST GOES

STEP 4. FOR OPTION A. The tenant must take his rent money to the Clerk of the Municipal Court. The Municipal Court is located at 711 South Dunbridge Road in Bowling Green. Further, the rent must be paid at least one day before the normal due date. No grace period is allowed. It is also wise for the tenant to inform the landlord, in writing, that the rent is being paid to the court.

FOR OPTION B, C, or D. Call an attorney, Student Legal Services, the Bar Lawyer Referral Service, or ABLE (Advocates for Basic Legal Equality, in Toledo).

FOR OPTION E. Give notice to the landlord, in writing, that due to his failure to repair the conditions complained of, the tenant is moving out.

IMPORTANT: If the landlord has given the tenant written notice that he owns THREE (3) OR FEWER rental units, the tenant CANNOT use any of the remedies listed above. The tenant may still have a legal remedy however. On the other hand, if the landlord has not notified the tenant in writing that he owns THREE (3) OR FEWER rental units, he should call an attorney, Student Legal Services, the Wood County Bar Lawyer Referral Service, or ABLE.

WARNING TO TENANTS

Tenants or their legal representative should appear in court for eviction hearing. Any failure to respond to the landlord's complaint may result in additional liability. Also, if tenant does not appear in court on an eviction hearing, he may forfeit his right to occupancy. Tenants are advised to have an attorney at this hearing to raise any claims or defenses.

Along with a request for eviction, the landlord may demand damages from the tenant in the complaint. Damages are possible for any back rent owed or for damage to the apartment. Normally the court hears the issue of damages at a later date, after the hearing on the issue of possession.

If a tenant intends to contest the damage issue, the tenant must file a written answer with the landlord's attorney within 28 days after the service of the summons. The same legal documentation must be filed with the court within three (3) days of the date that it is filed with the landlord's attorney. It is wise to consult with an attorney when filing an answer to such a complaint.

In all leases that specify “jointly and severally” any one tenant may be held responsible for the total amount of rent and/or damages. Even if you are evicted from the premises you may be liable for future rent due the landlord.

REPAIRS

The key to the successful resolution of a repair problem is communication with the landlord. Complete the landlord’s repair sheet, if applicable, and keep a copy. If the repair is not made in a reasonable time, complete a repair/demand letter and give it to the landlord, retaining a copy for yourself. If the repair problems still persist, contact the Wood County Health Department.

After reasonable time from the date the original notice was given, the law provides that you may escrow your rent, obtain a court order, and terminate your lease. Information on this procedure can be obtained from the Bowling Green Municipal Court.

SECTION V

WHY A WRITTEN LEASE

Your contractual rights may be impaired if a lease is not in writing. A written lease is better evidence of your rights.

Both landlords and tenants benefit from having a written lease. Hard feelings and hot disputes can often be avoided by simply writing down the rights and responsibilities of both parties. (A copy of the Standard Lease, developed by Student Legal Services, is included in this document.)

WHAT MUST BE IN A LEASE

For leases of less than three (3) years, a simple section containing the name, signature and address of the owner, the name and signature of the tenant, and the full address of the rental property is all that is needed.

No special words, papers, or forms are needed. A handwritten lease is just as effective and enforceable as a printed or typed form.

A lease of three (3) years or more is more complex. Two witnesses who attest and sign the document before a notary or a judge must acknowledge the signature. Finally, the lease must be recorded at the Courthouse.

WHAT SHOULD BE IN A LEASE

The lease should state in writing what is allowed and what is prohibited on the rented premises. You will find it worthwhile to write down these matters before you move in. All prior oral agreements should be included in the final written lease; otherwise they may not be enforced.

THIS IS WHERE THE STANDARD LEASE IS LOCATED

The following is a list of the more common disagreements that arise between landlords and tenants. Covering these items in your lease today may save you a headache tomorrow.

1. Length of lease.
2. Rent to be paid as required by the terms of the lease.
3. Number of occupants allowed.
4. Pets allowed or prohibited.
5. Option to renew.
6. Subletting and the conditions of subletting.
7. Alterations permitted without the landlord's consent (e.g., hanging pictures, rugs, curtains).
8. Alterations permitted only with the landlord's consent (e.g., painting, changing locks, flooring).
9. Joint or individual responsibility for the rent.

WHAT CANNOT BE IN A LEASE

1. Any provisions that grant judgement to the landlord as to rent owed or damages caused by the tenant. (The landlord must give notice to a tenant when he is filing a lawsuit against the tenant.)
2. Any agreement to pay either the landlord's or the tenant's attorney fees in a suit involving the rental agreement.
3. Any agreement to limit the legal duties of the landlord as specified in Ohio's Landlord Tenant Act.

RETURN OF SECURITY DEPOSITS

If tenants want to have relatively simple time getting their deposits back they should:

1. Have receipts.
2. Use a checklist when moving in and moving out and clean up the apartment. Have someone witness the condition of the apartment when you move in and move out. It is recommended that the landlord also accompany you and that you complete the checklist together.
3. Return keys.
4. Correct damages caused by the tenant.
5. If you are on a month-to-month tenancy, give a written notice if you intend to leave 30 days prior to your periodic rental date. This way the landlord cannot claim that he did not know that you were leaving and keep some of the money for rent.
6. A written forwarding address must be left with the landlord.

If the security deposit is in excess of 1 month's rent and also in excess of \$50.00, the landlord must pay interest in the amount of 5% annually on the excess unless the tenant lives in the unit less than six months. For example: If the rent is \$100.00 per month, and the deposit is \$150.00, the interest must be paid on the \$50.00 excess which would amount to \$2.50 per year.

A landlord must return a tenant's security deposit within 30 days of the date of the termination of the rental agreement and itemize any deduction of past due rent, damages to the property, or violation of the tenant's duties. If the landlord fails to return the security deposit and/or to itemize any deduction he has made the tenant may:

- A. Sue for the return of the deposit.

If the tenant has left a forwarding address in writing with the landlord, be may sue, in addition, for the amount equal to the damages and reasonable attorney fees.

- B. Go to Small Claims Court for claims under \$3,000.00. You may file in Small Claims Court without an attorney.

SECTION VI

IMPORTANT THINGS FOR THE TENANT AND THE LANDLORD TO REMEMBER

1. There should be a written lease. It protects both the tenant and the landlord. Read it carefully before it is signed and make certain it includes all prior oral agreements. Keep a copy of it.
2. Before renting, the tenant and the landlord should talk over potential problem areas. Include in the lease or have in writing, agreements on things like: pets, children, yard upkeep, appliances and utilities. Get everything in writing. If a problem arises, talk it over in a friendly way. Try to cooperate with each other.
3. When renting, the tenant and the landlord should inspect the house or apartment together, and note conditions on the move-in/move-out checklist provided in this booklet. Both the tenant and the landlord should sign it and keep a copy of it.
4. Every tenant should consider purchasing renter's insurance for protection against property loss and personal liability. Landlords are not responsible for personal property losses.
5. The Wood County Health Department should be called if there are any questions about the structural, electrical, heating, plumbing or sanitary standards of your house or apartment.
6. Bowling Green encourages your participation in recycling. Call 354-6226 for the latest information about the City's recycling program.
7. KEEP RECORDS AND RECEIPTS FOR RENT, REPAIRS, AND SECURITY DEPOSITS.

RESPONSIBILITIES IN RENTAL HOUSING

As a resident of the Bowling Green community, you are responsible for your home and the actions of your guests.

You have a legal responsibility to respect the rights of the other residents in your building and neighborhood. It is also your responsibility to obey health rules and other laws of the city, and to respect the property of others.

If you are a student, how you live and what you do while you are in college are important. It may affect your future. Some day you will apply for a job and the way you have conducted yourself and carried out your responsibilities will be remembered by others. Yes, employers do check with your former landlords, so responsible behavior as a renter is important.

COMMUNICATION

Be sure to keep communication channels open between you and your landlord. Many problems are caused because of poor communication. If any questions or problems arise concerning your housing, contact your landlord and make an appointment to sit down and discuss the situation. Most problems can be settled in this way.

You may also send a letter to the Wood County Apartment Association or, if you are a student, call Student Legal Services at Bowling Green State University at 372-2951.

This booklet is printed as a guide to improve landlord-tenant relations. Any questions, however, should be referred to your private attorney.

THE CITY OF BOWLING GREEN

IMPORTANT TELEPHONE NUMBERS

Emergency.....	911
Police.....	911
Fire and Ambulance.....	911
Police Non-emergency.....	354-6237
Fire Non-emergency.....	353-5111
Wood County Hospital.....	354-8900
The Link.....	352-1545
Wood County Health Department.....	352-8402
Wood County Building Inspection.....	354-9190
Bowling Green Planning Department.....	354-6218
Student Legal Services.....	372-2951
Municipal Court.....	352-5263
Wood County Law Library.....	353-3921
Bowling Green Small Claims Court.....	352-5263
Bowling Green Utilities/Water and Electric.....	354-6259
General Telephone Company.....	(Toll Free)1-688-3785
Columbia Gas of Ohio.....	1-800-344-4077
Hazel H. Smith, Off-Campus Student Center.....	372-2458