



**MANSFIELD  
RICHLAND COUNTY  
FAIR HOUSING**

LANDLORD TENANT RESPONSIBILITIES



### **IMPORTANT TIPS**

1. Have a written lease, it protects both the tenant and the landlord. Read it carefully before you sign it and then keep a copy of it.
2. Before renting, the tenant and the landlord should inspect all areas of the dwelling and talk over problem areas. Include in your lease, or have a written agreement 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 the center of 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.
5. Keep all receipts for rent, repairs and security deposits.

### **Responsibilities In Rental Housing**

You, as a resident of the Richland County Community, are responsible for your housing unit and the actions of your guests.

### **Communication**

- Be sure to keep communication open between you and your landlord.
- 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.

## SECTION I

### Introduction

- There are many different types of housing in Richland County-housing, apartments, and efficiencies.
- Check out different landlords, talk to friends who live in different apartment complexes. Visit various apartment complexes and check out appearances, lighting, and upkeep of buildings and grounds. Talk to managers, get an idea of the community before you rent. Does the apartment, house and area fits your personal needs?

## SECTION II

### Roommates

- Know your prospective roommates. Are your tastes along the same line? Are your finances adequate or compatible? If you are a student, are your study and party 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 prior to movein. If you allow a person to move in and later decide the arrangement is not working out, you may have to file for eviction to move the person out.

### Leases

- There are different types of leases. Make sure you read all of the lease before you sign your lease. Are you responsible for the rent if a roommate moves out: Yes, unless your lease specifically states otherwise.
- A lease is a legally binding contract between a tenant and a landlord. Make sure you can depend on your roommates.
- 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 and get estimates what your monthly bills may be before you agree to rent the apartment. These things are very important to check into before you agree to a lease. If you think something is paid for but later find out you are responsible, you will have an added expense which you may find difficult to pay.

**Small Claims Court,  
City Municipal Building,  
30 North Diamond Street, Mansfield, OH 44902  
(419) 755-9602**

Small Claims Count is designed to handle claims of \$3,000 or less. Common consumer complaints handled are repair problems, defective products, and unreturned security deposits. Listed below are some obligations of landlords and tenants.

## SECTION III

### Security Deposits (Checklist)

Almost all landlords required a security deposit and the amount will vary. The purposes of the deposit is to insure the owner a means of recourse and some funds to help cover costs if the tenant causes damage to the property or leaves owing rent.

When you move into your new dwelling make sure you identify any things that maybe damaged or in disrepair. Go over the items and check for breakage, dirt and things other than normal wear and tear. Have the landlord sign the checklist and offer a copy to the landlord, if not, make your own list and have the landlord sign it. Make sure you keep the information and if possible take pictures of things that may be in question who is responsible for repairs at time of move out. Keep all important documents in a safe place for future proof.

The landlord must return the security deposit to you within thirty (30) days after termination date of your lease, provided you supply a forwarding address in writing to him/her and return the keys. 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 the terms over with him/her. If you are not satisfied, you have a right to proceed to Small Claims Court.

## SECTION IV

### Landlord's Legal Duties

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 a 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/she 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 units are within the tenant's exclusive control and are supplied by a direct public utility connection.
6. Provide and maintain trash receptacles and arrange for trash removal if he/she is a landlord for a structure with four or more dwellings units.
7. Give reasonable notice of his/her intent to enter the premises. Enter only at reasonable times unless there is an emergency, and not abuse his/her right to access in order to inspect the premises. Unless there is an emergency, reasonable notice is usually considered to be 24 hours.

## Landlord's Rights and Remedies

1. If the tenant fails to perform any of his/her legal duties of his rental agreement obligations, the landlord can sue him/her for damages, termination of the rental agreement, and, in certain situations attorney fees.
2. A landlord may arbitrarily raise the rent in the absence of a written rental agreement. However, thirty day advance notice may be required.
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/her 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:
  - Month-to-month tenancy—30 day notice before the periodic rental date.
  - Week-to-week tenancy—7 day noticeA landlord nor tenant does NOT need a reason to give such a notice

## Eviction Procedures

The landlord must notify the tenant in writing of a pending eviction action at least three (3) working days before an eviction action is filed against the tenant. **UNLESS A PREVIOUS WRITTEN NOTICE HAS BEEN GIVEN.** 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 should 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 OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE."**

After the hearing, if the award is to the landlord, the landlord must file a writ of restitution with the Clerk of Courts. Once the writ is filed, the Court Bailiff will send or post the tenant a notice. If the tenant does not vacate the premises by the time designated in the notice, 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.

## **Action A Landlord Cannot Take Against A Tenant**

### **A landlord is forbidden by law from:**

1. Shutting off a tenant's utilities or services or refusing to pay utilities.
2. Locking the 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:
    1. Joined a tenant's union;
    2. Complained to the landlord about his 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/her actions. The tenant CANNOT use the defense 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 which 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 alteration or demolition of the premises which would effectively deprive the tenant of use of the dwelling units.

If a tenant thinks his/her landlord is retaliating against him/her, he/she 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 used, and in which he/she lives, safe and sanitary.

3. Keep all plumbing fixtures he/she uses as clean as their condition permits.
4. Get rid of all trash and garbage in a safe and sanitary way.
5. Not damage the premises or allow others to damage the premises. When others are on the premises, you are responsible.
6. 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.
7. Not disturb the neighbors or allow others on the premises, without the tenant's permission, to disturb them either.
8. 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, tenant, or workmen.

### **Tenant's Rights**

The Tenant has the following rights:

1. The right to know the name and address of the landlord and his/her 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/she 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/her 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/her legal duties.
2. The conditions of the apartment or the house make a tenant believe the landlord is not living up to his/her legal duties.
3. The landlord is not living up to the agreement that the tenant made with him/her about renting the apartment or house.
4. The Building and Codes, The County Health Department, or any other governmental agency has found housing code violations that affect the tenant's health and safety.

**The tenant may do one of the following:**

- A. Deposit all of his/her rent as it becomes due with the Clerk of Courts. 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 use the escrowed rent to remedy the condition. (The tenant probably needs an attorney if he/she chooses this remedy.)
- D. Apply to the Court to use the escrowed rent to remedy the condition. (The tenant probably needs an attorney if he/she chooses this remedy.)
- E. Terminate the rental agreement. (A tenant should probably contact an attorney before taking this action.)

**How To Do It**

**Step 1.** The tenant must be paid up on his/her 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. That can be done by mailing the code violation by certified mail, hand delivered by the tenant or their representative and having a witness sign a copy of the letter verifying they witness the transfer of the letter.

**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/her a chance to make the repairs. The law requires that the tenant must wait a "reasonable time". For a non-emergency, 30 days is a "reasonable time". For a true emergency, the tenant need not wait the full 30 days.

**Step 4.** The tenant must take his rent money to the Mansfield City Clerk of Courts. The Mansfield Clerk of Courts is located in the City Municipal Building, 30 North Diamond Street, Mansfield. Further, the rent must be paid at least one day before the normal due date. No grace period is allowed. It is also the wish for the tenant to inform the landlord, in writing, that the rent is being paid to the court.

Call an attorney, the Bar Lawyer Referral Service, or Legal Aid Society.

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

## **WHAT SHOULD BE IN A LEASE**

The lease should state in writing what is allowed and what is prohibited on the rental premises. You should find it worthwhile to write down these matters before you move in.

The following is a list of the more common disagreements that arise between landlord 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 by 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 (e.g., hanging pictures, rugs, curtains).
8. Alterations permitted only with the landlord's consent (e.g., painting, change locks, flooring).
9. Joint or individual responsibility for rent

## **What Cannot Be In A Lease**

1. Any provision's which grant judgment to the landlord as to rent owed or damages caused by the tenant. (The landlord must give notice to a tenant, 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 a relatively simple time getting their security deposits back, they should;

1. Have receipts
2. Use a checklist and clean up the apartment
3. Return keys
4. Correct damages caused by the tenant
5. If you are on a month-to-month tenancy, give a written notice of your intent to leave 30 days prior to your periodic rental date. This way the landlord cannot claim that he/she did not know that you were leaving and keep some of the money for rent.
6. Have someone witness the condition of the apartment when you move out.

A landlord must return a tenant's security deposit within thirty (30) days of the date of the termination of the rental agreement and 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, he may sue, in addition, for 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 504 OF THE REHABILITATION ACT OF 1973**

Section 504 contains design requirements applicable to federally funded new construction public housing or assisted housing with five or more units in the same project constructed after July, 1988. It states that certain percentages of the housing must be fully accessible to persons with physical impairment (5%) and visual impairments any/or hearing impairments (2%). It also grants the right to request and receive reasonable accommodations and modifications at no cost to the renter.

### **DEFINITION OF A DISABILITY**

The Fair Housing Act protects persons with mental retardation, mental illness, visual and hearing impairments, AIDS and other Disabilities, people who use walkers, wheelchairs, animals, a personal care attendant and recovery from substance.

### **DISCRIMINATION INCLUDES:**

The Fair Housing Act protects persons with mental retardations, mental illness, visual and hearing impairments, AIDS and other disabilities, people who use walkers, wheelchairs, service animals, a personal care attendant and recovery from substance abuse are all protected against housing discrimination.

### **FREQUENTLY ASK QUESTIONS:**

- Q. If a landlord has a "No Pets" policy, can he/she refuse to rent to a disabled person who requires a service animal?
- A. No. A landlord may have a "no pets" policy and enforce that policy, however, a guide dog or service animal would be considered a reasonable accommodation.
- Q. If a landlord agrees to permit a renter to make necessary modifications, is it ok to charge a higher rent or security deposit to cover the cost of converting the unit to the original condition when the premises is vacated?
- A. No. Charging a higher rent or deposit is potentially unlawful because it may appear to be a different term or condition based on a protected class (disability). A landlord and the tenant can negotiate a dollar amount to place in an escrow.
- Q. Is an individual who is HIV positive or who has AIDS protected by the law?
- A. Yes. Persons infected with AIDS or HIV have protection under the Human Rights Act and the ADA.

A landlord can request the disabled individual to provide documentation of their disability from a medical professional stating the person has a disability and the disability is related to the housing request.

### **Service Animals**

A service animal is any guide dog, signal dog or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal rescue or protection work, pulling a wheelchair, or fetching dropped items.

Service animals are not pets, they do perform some of the things that people with disabilities cannot do for themselves. If service animals meet this definition regardless of whether they have been licensed or certified by state or local government they are considered service animals under the ADA.

Service animals that assist people with disabilities are considered to be auxiliary aids and are exempt from the no-pet policy. Also, no deposit can be charged for a service animal. Examples of service animals include guide dogs for persons with vision impairments and hearing dogs for people with hearing impairments.

### **Support Animals**

If a person with a disability needs an emotional support animal to ease the symptoms of a disability s/he should request a reasonable accommodation, in writing, from the landlord, manager or other appropriate authority. The request should state that the tenant has a disability and explain how the requested accommodation will be helpful. In addition, the tenant should include a note from his/her medical provider, such as a doctor or therapist, verifying the need for the support animal. The tenant need not disclose the details of the disability, nor provide a detailed medical history.

Establishing that the support animal is necessary in order to use and enjoy the residence is critical. Courts have consistently held that a tenant requesting an emotional support animal as a reasonable accommodation must show a relationship between his ability to function and the companionship of the animal.

Although the landlord is entitled to ask for materials that document the need for an emotional support animal, federal law does not require the tenant to provide proof of training or certification of the animal.

### **Right to Emotional Support Animals in "No Pet" Housing**

The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act protect the right of people with disabilities to keep emotional support animals, even when a landlord's policy explicitly prohibits "pets" but rather are considered to be more like assistive aids such as wheelchairs. The law will generally require the landlord to make an exception to its "no pet" policy so that a tenant with a disability can fully use and enjoy his or her dwelling. In most housing complexes, as long as the tenant has a letter or prescription from an appropriate professional, such as a therapist or physician, and meets the definition of a person with a disability, he or she is entitled to a reasonable accommodation that would allow an emotional support animal in the apartment.



**TO: Renters & Landlords**

This pamphlet is to provide basic information about renting to prospective renters.

It is designed so that renters and landlords will be informed about both their rights and responsibility for fair treatment, but also, responsibility under state housing laws to tenants.

This is a layman's summary of rights and responsibilities, not the actual Ohio Revised Code. If you have legal questions, we suggest that you contact an attorney or a legal services agency.

**MANSFIELD-RICHLAND COUNTY FAIR HOUSING COMMISSION**

**FAIR HOUSING INFORMATION:  
COMMUNITY DEVELOPMENT OFFICE  
30 N. DIAMOND STREET, MANSFIELD, OHIO 44902  
Phone #419-755-9796**

**LEGAL SERVICES AGENCY:**

**Legal Aid Society  
Phone # toll free 1-877-223-4633**

**OHIO CIVIL RIGHTS COMMISSION  
615 W. Superior Ave., Suite 885  
Cleveland, OH 44113  
PHONE# 1-888-278-7101**