

Landlord-Tenant
Rights and
Responsibilities:
A Guide to Tenancy



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1. Finding a Place to Live

Things to think about when looking for a place....

- How much can you afford to pay rent?
Tip: It is suggested that the rent amount not be more than one-third of your monthly income
- Do you want to live in this home for a set period of time (12-month lease) or do you want more flexibility like a month-to-month lease?
- How many bedrooms do you need?
- Is this home big enough for your household?
- Is this a good location?
- Do you need some or all utilities included in the rent (e.g. gas and/or electric included)
- Do you need appliances to be included in the unit?
- Do you need a place that allows pets?

Tip: Be prepared for an additional fee, called a “pet deposit”. This fee is used to cover additional repair expenses in the event there is any damaged caused by a pet, in addition to the unit’s security deposit.

How to locate and view available rental units....

- Meet with and contact your Housing Locator for assistance with finding available units. The housing locator will be able to provide “leads” for available units to assist with your search.
- Search on the internet and/or in the newspaper for rental advertisements

Suggested internet websites:

www.gosection8.com

www.housingcleveland.org

Tip: When searching on www.craigslist.com, beware of false advertisements or scams. To prevent this, always contact the landlord or property manager schedule to schedule a time to view the unit in person.

- When traveling through areas you may be interested in living, keep a lookout for any “For Rent” (or similar) signs indicating a unit is vacant and available to rent
- Contact the landlords of units that you are interested in renting and schedule a time to view the units

- When meeting with the landlord or property manager, ask questions about the unit and inform the landlord you will be receiving temporary rental assistance
Some Suggested questions include:
 - How much is the rent and security deposit?
 - What utilities are included? And what is the average monthly bill of each tenant-responsible utility?
 - What companies supply the gas and electric utility?
 - Who is responsible for lawn/ landscaping maintenance and snow removal?
 - Is there onsite laundry? Or if a tenant has their washer and/ or dryer, are there washer/ dryer hookups available for use?
 - Is parking available (if applicable)? If available, where is the designated parking located?
 - Are there any additional fees associated with renting the unit?
 - Are pets allowed in the unit? Is there a fee or pet deposit required?
 - What is the length of tenancy (e.g. 12 month lease, month-to month lease, etc)?
 - Is the unit ready for move-in?

- If you see the unit needs repairs, ask the landlord or property manager if they are willing to make

Tips: Give the landlord or property manager a copy of the Minimum Inspection Requirements handout. If the landlord or property manager has questions regarding the inspection and/ or the program providing rental assistance, give the landlord your Housing Locator's contact information. Contact your Housing Locator and request them to follow-up with the landlord or property manager to provide further information.

2. Fair Housing

What is “Fair Housing”?

- ❖ Fair Housing is a **civil right** afforded to **all people** in the United States. Federal, state, and local fair housing laws exist to protect people living in the United States from housing discrimination. Federal fair housing laws guarantee that **a person cannot be denied housing because of their membership in a protected class**

What does “Protected Class” mean?

- ❖ **Everyone** living in the United States is considered a member of protected classes under fair housing laws. Protected classes are defined at the federal, state, and local level.
- ❖ It is against the law to discriminate in housing based on the following protected classes:
 - **Protected Classes defined by the Federal Fair Housing Act:**
 - ✓ Race/Color
 - ✓ Sex
 - ✓ Religion
 - ✓ National Origin
 - ✓ Familial Status
 - ✓ Disability
 - **Protected Classes defined by Ohio Fair Housing Law:**
 - ✓ Ancestry
 - ✓ Military status
 - **Protected Classes defined by local fair housing laws in municipalities of Cuyahoga County:**
 - ✓ Sexual Orientation (Local Ordinances in Brook Park, Cleveland, Cleveland Heights, Cuyahoga Heights, East Cleveland, Euclid, Lakewood, Linndale, Maple Heights, Newburgh Heights, North Olmsted, Shaker Heights, University Heights, Warrensville Heights)
 - ✓ Gender Identity (Local Ordinance in Cleveland, Cleveland Heights, East Cleveland, Euclid, Lakewood, Linndale, Maple Heights, Shaker Heights, University Heights, Warrensville Heights)

What are Fair Housing Laws?

- ❖ Fair housing laws were enacted to eliminate discriminatory barriers to housing in the United States.
 - **The Civil Rights Act of 1866** granted citizenship and the same rights to make and enforce contracts and to purchase, sell, or lease property to all male citizens regardless of color.
 - **Fair Housing Act (Title VIII of the Civil Rights Act of 1968)** prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. **Title VIII was amended in 1988 by the Fair Housing Amendments Act** to include familial status and people with disabilities.

Violations of Fair Housing Laws

- ❖ The Fair Housing Act protects everyone from discrimination in housing. It is illegal to deny anyone housing based on their membership in a protected class. The following states what is illegal and the examples illustrate how a person with a disability may experience discrimination:

- ☒ Refuse to rent, sell or negotiate for housing

Examples:

- ✦ A landlord or property manager refuses to rent to a family because they have a child with autism
- ✦ A landlord or property manager will not show an apartment to a person because they noticed a handicapped sticker on the car

- ☒ Set Different terms, conditions, privileges, or provide different housing services or facilities

Examples:

- ✦ Have some people complete background checks while not requiring others to do the same based on protected class.
- ✦ Not allowing someone with a service animal to use the property's onsite laundry room

- ☒ Make housing unavailable or otherwise restrict someone's choice

Examples

- ✦ Restricting people with disabilities to certain units or sections of an apartment complex
- ✦ Not allowing service animals in upstairs units

- ☒ Falsely Deny that housing is available

Examples:

- ✦ Telling a person with a disability that there are no units available, when in fact there are vacancies

Where to go for help?

- ❖ If you think you have been a victim of housing discrimination because of your race/color, national origin, sex, familial status, disability, military status, ancestry, sexual orientation, or gender identity; please contact the following Fair Housing and Civil Rights advocates:

- The Housing Research & Advocacy Center
2728 Euclid Ave., Suite 200
Cleveland, Ohio 44115
Phone: 216-361-9240
www.thehousingcenter.org

- OHIO CIVIL RIGHTS COMMISSION –CLEVELAND
30 East Broad Street
Columbus, OH 43215
Phone: 1-888-278-7101
www.crs.ohio.gov

3. Leases/Rental Agreements

What is a Lease?

- ❖ A lease is a written contract or agreement between a landlord and a tenant for the rental of a house, apartment or manufactured home.

A Lease should contain the following terms:

- ✓ A property description or address;
- ✓ Your name and the landlord's name;
- ✓ Duration (or term) of the lease;
- ✓ Due date for rent;
- ✓ Amount of rent and any "late charges" associated with late payment of rent;
- ✓ Responsibilities for maintenance of the rental unit
- ✓ Notice Requirements to terminate the lease
- ✓
- ✓ Landlord's rules and regulations
- ✓ Your rights and responsibilities

Review your lease....

After you have read your lease, and you feel that you are clear about the provisions, tell your landlord about any changes you think are needed.

Take note of:

- * Sublease provisions
- * Length of lease and automatic renewal
- * Maintenance responsibilities
- * Rules and regulations
- * Security deposit
- * Whether utilities are included in rent payments
- * Use of laundry and recreational facilities (if applicable)

Lease provisions forbidden by law....

The follow are some examples:

- ⊗ A provision that forces you to agree to accept the blame in any future dispute with your landlord. Such a clause will usually provide that you will pay your landlord's legal fees in any court action taken against you
- ⊗ A provision permitting the landlord to take unfair advantage of you, such as requesting and failing to return "security deposits" or "prepaid rent" under false pretenses or unproven evidence
- ⊗ A provision permitting the landlord to take possession of your personal property for non-payment rent
- ⊗ A provision freeing the landlord from responsibility for negligence in causing you or your guest's injury
- ⊗ A provision permitting retaliation against you by evictions, shutting off the water, padlocking doors, and/or turning off heat A provision permitting the landlord to force you to continue to pay rent for a dwelling gutted by fire, tornado, or other disaster.

NOTE: *Even though these unlawful clauses may not be binding, you may be forced to go to court to pursue your rights. It is much better to try to **remove illegal clauses before signing the lease**. A landlord who offers a lease containing illegal clauses and refuses to change them may not be the type of landlord from whom you wish to rent.*

Security Deposit

- * A landlord can require a security deposit of **any amount** when you move in. If the landlord keeps the deposit for six months, you must be paid interest on the part of your deposit that is more than one month's rent. The landlord may keep your deposit when you move out for any unpaid rent or for damages done to the home. (See *Section 7* for more information.)

4. Landlord and Tenant Responsibilities

What the law says a landlord must do....

- Make all repairs needed to make the house or apartment livable
- Keep in good working order all electrical, plumbing, heating and ventilation systems
- Supply enough hot water and heat
- Keep hallways and stairways safe and clean
- Provide garbage cans or a dumpster (for four or more units in the same building)
- Give tenant at least 24 hours notice before entering the home, except for an emergency. The landlord must also enter only at reasonable times and in a reasonable manner. A tenant may refuse to admit the landlord if proper notice has not been given or if it is not an emergency, or otherwise unreasonable
- Make the house or apartment comply with all building, housing, and health codes which significantly affect health and safety
- Evict tenants when a landlord knows a tenant allows illegal drug activity to occur at the premises

What the law says a landlord CANNOT do....

Even if you are behind in rent, there are several things that landlords are *not allowed to do under the law*:

- ⊗ The landlord may not increase rent, decrease services, evict, or even threaten to evict you because you complained about needed repairs, have your home inspected by your local government housing inspector, or participated in a tenants' group or union
- ⊗ A landlord is not permitted to shut off any utilities, change the locks or threaten any of these acts in order to make you move out of a home
- ⊗ A landlord cannot harass you by demanding over and over to enter a home or by entering at unreasonable times of the day or without a proper purpose
- ⊗ A landlord is not permitted to put you out or remove any of your property from the home without a court order signed by a judge
- ⊗ A landlord is not permitted to keep your belongings to try to force you to pay rent

What the law says a tenant must do....

- ✓ Pay rent
 - * If you do not pay your rent on time, your landlord can refuse to accept your rent and evict you. Try not to pay in cash, but if you do, *get a receipt* each time you pay the rent. Do not agree to have a receipt sent to you by mail. If your landlord does not give receipts, you can create one and ask your landlord to sign it. If you pay by check or money order, keep your bank statements showing that the check was cashed or your money order receipt to prove you paid the rent. (Remember that a money order receipt only proves that you purchased the money order, not that you gave it to your landlord.)
- ✓ Keep your apartment or house safe and sanitary
- ✓ Dispose of trash and garbage properly—do not let it pile up or put it in the hall or common area
- ✓ Keep all appliances that the landlord provides in good working order
- ✓ Keep the electrical and plumbing fixtures clean and use them properly
- ✓ Do not damage the home or permit your guests or visitors to do so
- ✓ Do not disturb other tenants
- ✓ Except with good reason, permit your landlord to enter your home if you get at least 24 hours' notice
- ✓ Make certain that you, your family or guests do not violate state or federal drug laws

Your relationship with your landlord....

- It is important to understand that by agreeing to rent your landlord's property, you are entering into a business relationship and not a friendship with your landlord. You should keep this in mind when dealing with your landlord. You should:
 - ✦ Treat your landlord politely and respectfully
 - ✦ Try to get along with your landlord, which means trying to work problems out before getting angry and arguing with your landlord. It also means keeping your temper if you have to talk to your landlord about the need for repairs
 - ✦ If something breaks, tell your landlord right away, preferably by giving a written notice. If you delay in having something repaired, it may cause further damage (for example, leaking water can cause the floor to rot), and you may be responsible for the costs of the repair

5. Unit Repairs

Step by Step guide to getting your rental unit repaired

- If you believe your landlord has violated any of his or her responsibilities as a landlord by not making needed repairs, follow the steps listed below
- 1. **Verbal Notice**—Call your landlord or tell your landlord in person about the problem and ask for it to be fixed. Make a written note of the date the problems started and when you told your landlord—and keep it.
- 2. **Written Notice**—if that does not work, send your landlord a dated letter asking for the problem to be fixed. Give the landlord a deadline—30 days to make the repair is reasonable, as long as the problem does not affect your health or safety. You can give your landlord less than 30 days if the problem will affect your health or safety—like having no heat in the winter. Tell your landlord that if the problem is not fixed by the deadline, you will deposit your rent with the Clerk of Courts of the local municipal or county court. Keep a photocopy of the letter you send
- 3. **Government Complaint**—contact your local housing inspector if there is one. If there isn't, and the problem concerns the health and safety of you and your family, you may wish to make a complaint to the local health department. If the problem concerns the structure of your home (for example, walls and ceilings), you should make a complaint to the local building inspector. These government officials may be able to help you, but keep in mind that if the problems are bad enough, your home could be condemned and you would have to move. Also, if the problems are minor, they may not be willing to help.
- 4. **Rent Escrow (Deposit) Process**—If your landlord does not fix the problem within a reasonable time after receiving your written notice **and you are current in your rent payments**—you can use the rent escrow process. Escrowing your rent means that instead of paying your rent to your landlord, you pay your rent to your local municipal or county court by the date rent is due.
 - * You must be current with your rent if you want to escrow (deposit) rent. If your rent is due **before** the 30 days have expired, pay your landlord. The next date the rent is due **after** the reasonable time has expired, you may pay your rent to the court. Pay the whole amount that is due on or before the day the rent is normally due to your landlord. Take your copy of the written notice with you when you pay your rent to the court. You can continue to pay your rent to the court until the landlord's violation is corrected.
 - * In addition to depositing your rent with the court, you can ask the court to:
 - ✦ allow you to terminate your lease so you can move
 - ✦ direct the landlord to make the repairs
 - ✦ Reduce your rent until the repairs are made.

⊗ **WARNING:** Even if your landlord refuses to make needed repairs—**do not simply stop paying rent or your landlord will be able to evict you. Protect your rights and file a rent escrow**

6. Evictions

When a Landlord can evict a tenant....

- The following are examples of when a landlord may evict
 - * If you do not pay rent when it is due
 - * If the landlord gives a 30-day notice to move, and you are a month-to-month tenant (with or without a written lease), and you stay in the home past the 30-day notice ending your tenancy
 - * If the landlord gave you a notice to correct a condition that significantly affects health or safety—and for which you are responsible—and you did not fix it within 30 days
 - * If you violate a reasonable and fair term of the lease
 - * If the landlord has reasonable cause to believe that you, your family member or guest violated Ohio's drug laws while in the unit

What a Landlord Must Do to Legally Evict a Tenant

- A landlord must give you a “Notice to Leave the Premises.” A “notice to leave” is a written statement from the landlord telling you to move out
 - * **You do not have to move based on a notice to leave.**
 - ✦ You do not have to move until a court orders you to move
 - ✦ Your landlord cannot force you to move unless he or she files an eviction lawsuit and gets a court order of eviction
- Your landlord must wait at least three *business* days (in some counties, it is just three days) after giving you the notice to leave the premises before he or she may legally file a court eviction lawsuit. Once the eviction lawsuit is filed, you will receive a summons and complaint which will give you information about a court hearing. The court hearing may be scheduled as soon as seven days after you receive the summons and complaint
 - * You will receive a copy of a “Summons in Action for Forcible Entry and Detainer,” and a Complaint, which will give the reasons for the eviction. In addition to the eviction, your landlord may also be suing you for money. Read your summons and complaint carefully. If your landlord is suing you for money, read the directions on the **summons** carefully and follow the directions to prepare to defend against these claims, which are typically heard by the court after the eviction hearing. The summons will also state the date, time and place of the hearing.
 - * **Go to the hearing. If you do not go, you probably will be evicted**
- At the hearing, you and your landlord will both be able to talk to the court so the court can hear both sides of the story. If the court agrees with the landlord, an order of eviction will be issued. If the court agrees with you, the case will be dismissed and you will not be evicted
- If the landlord wins the lawsuit, you will have to move. You will have to move, and will only be given a short amount of time to do so. The amount of time varies county by county
- If you have not moved out within the allowed time, a court bailiff, police officer, or deputy sheriff can legally remove you, your family and property out onto the curb

What to do when facing Eviction....

- * As soon as you get the notice from your landlord, you need to take action and contact your landlord
 - ✦ You should try to work out the problems with your landlord. Having an eviction on your record and credit will make it harder to find housing in the future.
 - ✦ Get any agreement in writing and make sure you go to court (take your agreement with you) to let the court know the eviction has been settled.
 - ❖ **If you got your notice because of damage** that you caused to the property that the landlord wants you to fix, make the repairs as soon as possible.
 - Discuss a plan to complete the repairs that you are responsible for with the landlord. Get any agreement in writing
 - ❖ **If you got your notice because you are behind on rent** and want to stay, try to make a payment plan with your landlord before three days pass.
 - Discuss a plan to pay the past due rent payment balance in addition to your regular monthly rent. Get any agreement in writing
 - If your landlord has filed an eviction, he or she may only agree to a payment plan that covers the past due rent balance as well any court and legal fees the landlord may have incurred
 - * If you just want to move, but need more time, tell your landlord and try to agree to a move-out date so that the case is not filed and you will not have an eviction on your record
 - * If the eviction case is filed and you agree with everything in the landlord's complaint, you should prepare to move within two or, at the most, three weeks, unless you can get the landlord to agree to let you stay. Get an agreement in writing.
- ☒ Even if you agree with some parts of with the landlord. But you also think the landlord has violated your lease or the law, you might be able to stop the eviction. If you think you should not be evicted, you should immediately contact your local Ohio legal aid office and see if you qualify for their legal services and assistance

There are many possible defenses to an eviction, including:

- * You offered your rent, but it was refused (you may need a witness to prove this unless your landlord admits refusing the payment).
 - * You paid part of the rent that was due and the landlord accepted it.
 - * You paid all or part of this month's rent, after the landlord gave you the three-day "Notice to Leave the Premises."
 - * Your landlord is trying to evict you and retaliating against you because you exercised one of your rights (like calling the local housing inspectors to come inspect the unit).
 - * Your landlord did not give you the required "Notice to Leave the Premises."
 - * Your landlord discriminated against you because of race, sex, disability, color, religion, national origin, familial status, ancestry or military status.
- ☒ Sometimes in an eviction lawsuit, a landlord will ask the court to order that you pay rent that the landlord says you owe. Read the complaint and any attached papers carefully. If the landlord is claiming that you owe money in addition to making you move out, you must submit a written answer to the court within 28 days from the day you received the summons and complaint. An attorney can help you prepare an answer or you can prepare an answer on your own.
- You have a right to a jury trial in eviction cases. You should ask an attorney about your right to a jury trial. You will not get a jury trial unless you file such a request in writing with the court. It is likely that you will have to pay a jury fee.

7. Moving Out

When moving out of the unit for any reason, you should....

- ✓ Clean the place up and fix any problems you caused. If you don't clean or there are things damaged, your landlord can take those costs from your security deposit or sue you if there is no security deposit or it is too small to cover damages;
- ✓ Leave the place in the same condition as when you moved in except for normal wear and tear (such as peeling paint or plumbing fixtures that break down from regular use);
- ✓ Take all your belongings when you move;
- ✓ Fill out the move-out checklist in the back of this booklet when you move out. You will then have the move-out checklist to compare to your move-in checklist;
- ✓ Take photos or video the conditions of the place when you move out so that you have proof of the condition of the place when you left to compare to the photos and video from when you moved in;
- ✓ Have witnesses view the place at the time you move out in case you need witnesses if you are sued by your landlord. The best witness is someone who saw the place when you moved in;
- ✓ Give the keys back to the landlord when you move. If you don't, the landlord could deduct the cost of changing the locks from your security deposit;
- ✓ Give your landlord a new address in writing and keep a copy so that s/he can return your security deposit or send you the required explanation of why it is not being returned. If you don't give a new address, your landlord may not have to return the security deposit to you. You are not required to give your landlord your new home address; it can be any address where you can receive mail (work, parent, sibling, P.O. Box, ...);
- ✓ Move out quickly. The longer you drag it out, the more you tempt your landlord to speed things up by throwing your things out (this is illegal, but it is better to keep all of your valuables, rather than have to sue your landlord later for illegally taking them);
- ✓ As long as anything remains in the place that you want to keep, you should continue spending the night there or notify your landlord that you are not moved out yet. Return the keys as a sign that you are completed moving out and will not return.

Getting your security deposit back....

- The landlord may keep your deposit when you move out **if you owe money** for any unpaid rent, unpaid utilities for which you were responsible, or for damages done to the home.
 - Some landlords wrongfully keep security deposits as a business practice. If you owe nothing, the landlord should return your security deposit within 30 days of you moving out, returning the keys, **AND** giving a forwarding address.
- ✓ When you move out, the home should be clean
 - ✦ Remove all property, clean ovens and refrigerators, and leave the home in the condition a new tenant would expect to move into.
 - ✦ Normal wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use) is not your responsibility.
 - ✦ Anything damaged or misused by you is your responsibility.
- ✓ You should go through the home again with a witness (if possible, with the same one as before) and, if possible, with the landlord
- ✓ Make a list of any damages and take pictures to document the condition of the unit.
- ✓ return the keys to the landlord
- ✓ Provide the landlord a forwarding address in writing and keep a copy.
 - You are not required to give your landlord your new home address; it can be any address where you can receive mail (work, parent, sibling, P.O. Box, ...)
- Within 30 days, the landlord is required to do one of the following:
 - A. return the deposit; or
 - B. send a written statement explaining specifically how the security deposit was applied to any debts or repair costs you owed (past due rent, repairs to any damage to the unit); or
 - C. will return partial amount of the deposit and a written statement explaining specifically how the security deposit was applied to any debts or repair costs you owed

8. Housing Related Resources

- The Housing Research & Advocacy Center
2728 Euclid Ave., Suite 200
Cleveland, Ohio 44115
Phone: 216-361-9240
www.thehousingcenter.org

- OHIO CIVIL RIGHTS COMMISSION –CLEVELAND
30 East Broad Street
Columbus, OH 43215
Phone: 1-888-278-7101
www.crs.ohio.gov

- Cleveland Tenants Organization
5700 Broadway Ave.,
Cleveland, Ohio 44127
Phone: 216-432-0617
www.clevelandtenants.org

- Legal Aid Society of Cleveland
1223 W. 6th St.,
Cleveland, Ohio 44113
Phone: 216-586-3220
www.lasclev.org

- Cleveland Municipal Court – Housing Division
1200 Ontario St.,
Cleveland, Ohio 44113
Phone: 216-664-4989
www.clevelandmunicipalcourt.org/cleveland-housing