

TROUBLE WITH HOUSING CONDITIONS?

Are you having trouble with the conditions of your home? Is your landlord refusing to make necessary repairs? If so, you may want to consider using the “rent escrow” process.

What is “rent escrow”?

Rent escrow is a procedure established by Ohio law to help tenants take action against landlords who refuse to fix or maintain rental properties in a safe, habitable condition. The rent escrow process is not for all types of repairs. It is only for those things which affect your or your family’s health or safety.

How does it work?

The rent escrow process involves a number of steps:

1. You must give your landlord written notice of the things that need to be fixed.

Even if you have already talked to your landlord about the problems by phone or in person, you should still provide her with written notice of the things that need to be fixed. It will not be enough for you to simply say that your landlord already knew about the problems. (See: Notice to Landlord Request for Repairs or Other Corrective Action Form).

This form can be filled in and given to your landlord for this purpose. Keep a copy of the completed form for your own records. Mailing the completed form to your landlord by certified mail, return receipt requested, will give you proof of when the notice was sent and received.

2. You must give your landlord a “reasonable” amount of time to make the necessary repairs.

“Reasonable” typically means 30 days for non-emergency repairs and 5 days for emergency repairs. Examples of emergency repairs may include: a water shut off anytime or a non-working furnace in winter. Examples of non-emergency repairs may include: a torn screen or rickety steps.

The 30 days or 5 days start from the time you give your landlord written notice.

3. What if my landlord doesn’t make the repairs?

If a “reasonable” amount of time passes and your landlord does not make the repairs, you may go to your local municipal court and open a rent escrow account. Directions to your local municipal court can be found in your phone book or online. Be sure to ask for the court clerk’s office.

4. How do I open a rent escrow account?

Opening a rent escrow account involves completing paperwork at the court clerk’s office. Most courts will have a form or an application for you to fill out. The form will ask for basic information about you, your landlord and the conditions that need to be repaired. You will also need to swear or certify that you provided your landlord with written notice of the needed repairs, that you gave your landlord a reasonable amount of time to make the repairs and that your rent is up to date.

5. Pay your rent directly to the court

Once you open a rent escrow account, you will pay your rent directly to the court instead of to your landlord. Be sure to take your rent money with you to court! The court will notify your landlord of your rent escrow action and will schedule a hearing where your landlord will have a chance to tell her side of the story. (See: How to Prepare for Your Rent Escrow Hearing Information Sheet). The court will hold the rent money until the repairs are made or the case is resolved. Until your rent escrow case is resolved, you must continue to pay your rent to the court every month on time. If you do not pay rent to the court on time, your rent escrow case will be dismissed and you may be evicted by your landlord for non-payment of your rent!

Can anyone use the “rent escrow” process?

The rent escrow process does not apply to all situations or even to all landlords. Rent escrow is best used when:

- » You are current in your rent. If you are behind in your rent you may not use the rent escrow process.
- » You have a written lease that has not yet expired

If you never had a written lease or your written lease has expired then you likely have what is called a “month to month” tenancy. The rent escrow process is not ideal for those with a “month to month” tenancy because the landlord may terminate a “month to month” tenancy for any reason or no reason at all. Proving that your landlord terminated your tenancy solely because you complained of the conditions is very difficult.

- » Your landlord has at least 3 rental units. The rent escrow process does not apply to all landlords—only those with at least 3 rental units.
- » You do not receive any type of housing subsidy or assistance

If your landlord will not make repairs and you receive some type of governmental housing assistance, notify your housing authority or request to have your home re-inspected. If you receive a housing subsidy of any kind you may use the rent escrow process but it may not be as effective because you will be escrowing only your portion of the rent. Failing to pay your portion of the rent or making a mistake in the escrow process can jeopardize your subsidy.

How much does the rent escrow process cost?

Most courts do not charge a filing fee for a rent escrow action. You will want to check with your court to be sure. If the court believes that you intentionally acted in bad faith in filing your escrow action, it could hold you liable for the landlord’s attorney’s fees.

See: Information Sheet: The Do’s and Don’ts of Rent Escrow
Information Sheet: How to Prepare for Your Rent Escrow Hearing
Form: Notice to Landlord - Request for Repairs or Other Corrective Action