

# Your Rights and Duties as a Tenant



Presented by:

**ABLE** ADVOCATES  
FOR BASIC LEGAL  
EQUALITY, INC.

Together, we do the community **justice.**

# KNOW YOUR RIGHTS AND DUTIES AS A TENANT

## Knowing your rights is a helpful tool when working out differences with your landlord.

This booklet is meant to be a guide to help you handle common problems that might come up between you and your landlord.

Do not let your landlord scare you into thinking they know all the laws. You might even think your landlord has all the rights and you have none. *Wrong!* **You have rights.** You can protect yourself if you know them. This booklet explains your general rights as a tenant.

There may also be other actions you can take. An attorney can help you decide.

## Government Subsidized Housing Programs

### Do you rent through public housing, housing choice voucher program, Section 8 program, or live in other government subsidized housing?

- » If your rent is based on income, you are likely to live in subsidized housing. You have the same rights as other tenants. In fact, you have more rights and protections under Federal law. Ask an attorney how best to use your rights.

## Manufactured Home Parks

Landlords and tenants' rights for manufactured home parks are not shown in this booklet.

### **Do you own your home and rent a lot?** Yes?

- » You may have more rights and protections. Ask an attorney how best to use your rights.

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## WORDS YOU SHOULD KNOW



**Many rental and lease agreements use these words:**

An **Eviction Notice** or Notice to Leave the Premises is a written notice from the landlord. It tells the tenant to move out. It may include a specific reason, such as non-payment of rent or breaking the terms of the lease.

A **Grace Period** is a short period after rent is due when the tenant may pay rent without penalty.

***Example:** Your lease says rent is due on the 1st, but you do not need to pay a late fee until the 4th of the month. The “grace period” is from the 1st through the 4th, or 3 days.*

**House Rules** are specific rules required by the landlord. These are in addition to the terms of the lease.

A **Lease** is usually a written agreement between the landlord and tenant. It should include the date, rental period, amount of the monthly rent, date due, name and address of landlord, rules for use of the residence, etc. Sometimes an oral or verbal agreement is also a legal lease.

The **Lessee** is the tenant or person renting the unit from the landlord.

A **Lessor** is the landlord.

The **Premises** are the rented unit and grounds.

A **Rental Agreement** is a written or oral agreement. It is used to rent a premises for a certain period of time and money. Also called a Lease.

**Rent Escrow** is the process of depositing rent money with the court seeking repairs to the Premises. *See page 17.*

A **Security Deposit** is money paid by a tenant when agreeing to rent a residence. The landlord may use it to cover damages made during the rental period. It can also be used to cover any back rent a tenant might owe after moving out.

A **Sleeping Room** is a furnished bedroom with no cooking facilities. The bathroom may be shared.

A **Sublease (Sublet)** or **Assignment** allows another to take over the tenant's part of the lease when the tenant must move out before the lease period ends. Landlord approval is best.

***Example:** A sublessor pays the tenant. The tenant pays rent to the Landlord. A sublease transfers the lease to a new tenant. The new tenant pays rent to the landlord.*

A **Tenant** rents a residence from the landlord. Also known as a Lessee.

The **Terms (of the Lease)** are specific items the landlord and tenant agree to in the lease. Some "terms" may be negotiated.

***Example:** The date rent is due or which utilities are included in the monthly rent.*

***Note:** Tell your landlord if you need an animal for a disability. Ask for a "reasonable accommodation" based on your disability. If the landlord still refuses, they may be violating state and federal fair housing laws.*

***Example:** A person who has a visual impairment should be allowed to have a guide dog, even if the lease says no pets are allowed.*

A **Waiver** is a statement in a lease giving up certain rights. A waiver is usually in writing. It can also be by taking or not taking certain actions.

***Example:** A landlord may "waive" the right to expect your rent payment on the 1st of the month by regularly accepting it on the 5th.*

# MOVING IN

**Most tenants sign a written lease when renting an apartment or house.** It is not required.

Tenants without a written lease mostly have the same rights as a tenant with one. A lease is prepared by your landlord to protect their rights. Every lease gives tenants some rights. A court will not enforce improper things a landlord writes into your lease.

**Take pictures or videos of the rental at move in.** Save them for when you move out.

**Before signing a lease, be sure it shows:**

- The rent amount.
- Who will pay utilities.
- When rent is due.
- The landlord's name and address.
- When the lease begins and ends.
- Who is responsible for appliances, lawn and snow care, and other maintenance.
- The deposit amount (if any).
- Pet deposit or fees (if any).



**No written lease, and pay your rent monthly?**

**The law assumes you have a month-to-month agreement.**

**Before agreeing, know:**

- The rent amount.
- When and where to pay your rent.
- Which utilities you and the landlord will pay.
- The landlord's name and address.



**Remember: Anything in writing is the best protection.**

The landlord won't be able to deny something they agreed to if it is writing.

### ***No written lease?***

- » Have a witness with you when your spoken agreement is made. They may need to tell a judge what was said later.



### **Caution: Are repairs needed?**

It is best NOT to sign the lease or move in until the repairs are made.



### **Be sure to check:**

- **Water** - Look for enough water pressure. Be sure there are no leaks coming from the faucets and toilets.
- **Electric** - All outlets and light fixtures should be covered and work properly. Wiring should not be exposed.
- **Windows and Doors** - Make certain they open, close, and lock properly.
- **Appliances - Are they provided?** Yes? They should be clean and in good working order.

Ask the landlord if they have received any housing code violations. **Always keep a copy of any papers you give the landlord.** Ask them to sign and date your copy.

### **Be careful if the landlord promises to pay you to make repairs.**

- Is the amount the landlord agrees to pay clear?
- Get the promise in writing.
- You both need to sign and date the agreement.
- Keep a copy for your records.

**Keep a copy of any written promises, text messages, or emails for your records.**

# LEAD-BASED PAINT HAZARDS



**Housing built before 1978 may contain lead-based paint.**

Lead from paint, paint chips, and dust can pose health hazards. Lead exposure is especially harmful to young children and pregnant women.

**Federal law requires that before signing a lease for housing built before 1978, renters must receive:**

1. An EPA-approved pamphlet on identifying and controlling lead-based paint hazards.
2. Any known information about lead-based paint or lead-based paint hazards in the home or building.

***Is it a multi-unit building?*** Yes?

- » Records and reports about common areas and other units are required if known from a building-wide evaluation.
3. An attachment or language in the contract with a “Lead Warning Statement.” It should state the seller has met all notification requirements.

***Worried about lead paint?***

- » Ask your landlord for a lead hazard inspection from a certified inspector before you sign a lease.



# PAYING RENT



## **You must pay your rent on time.**

Your landlord could refuse late rent money. Even if you have a lease and the late rent money, a landlord may force you to move out. There are exceptions if you live somewhere with a Pay-to-Stay rule.

### ***Do you have a written lease?***

- » Your rent cannot be changed until the lease term ends. Some written leases are month-to-month or even week-to-week and can be changed monthly or weekly with proper notice.

### ***No written lease?***

- » Your landlord can raise your rent by any amount with proper notice.

### ***Are you a month-to-month tenant or at the end of your lease term?***

- » A 30-day notice is needed to change the rent.

**Example:** *Your rent is due on the 1st of each month. On May 15th, your landlord says your rent will go from \$400 to \$450. That is less than 30 days' notice. So, your rent will not increase until July 1st.*

**Example:** *You rent a space a week at a time. Proper notice to raise your rent is at least a week before your next rental period begins.*

## **You must pay rent even if the landlord is not meeting their responsibilities.**

### ***Not paying your rent on time?***

- » You cannot use the rent escrow process, and you may be evicted.

# RENT RECEIPTS



**Ask for a receipt each time you pay your rent.  
Do not agree to have a receipt mailed to you.**

***Do you live somewhere with a rent receipt rule? Yes?***

» Your landlord may be required to give you a rent receipt.

**Create proof of payment.**

Pay by check or money order. Keep a copy of the money order. Cleared checks and redeemed money orders help prove that rent was paid.

***Paying with cash and the landlord does not have a receipt?***

**Create one:**

1. Have the landlord send a text or email message while you wait.
2. Write the amount and date on a piece of paper.
3. Have the landlord sign it.

***Paying with an online portal or through an app?***

» Take a screenshot of the confirmation.

***Is a family member, friend, or rental assistance program paying your rent?***

» Ask them for proof of payment.



# PAY-TO-STAY

## Some cities and towns have a Pay-to-Stay law, which can be a defense against eviction.

Some cities and towns have a Pay-to-Stay law. It may be a defense against eviction. It allows tenants to stay in the unit if they offer full payment with certain fees. Payment can be offered before or after an eviction is filed. Most Pay-to-Stay laws also define reasonable late fees. They often force landlords to give rent receipts.

For a list of Pay-to-Stay cities, please visit the Self-Help Center at [LegalAidLine.org](https://www.legalaidline.org).

### **Toledo and Dayton:**

*The cities of Toledo and Dayton have similar Pay-to-Stay laws. They are for rentals in the city limits.*

*You can use the defense **prior** to an eviction being filed if you offer all outstanding rent plus a reasonable late fee.*

*In 2026 a reasonable late fee is \$25 per month or 5% of the monthly rent amount, whichever is higher.*

*You can use the defense **after** an eviction has been filed if you offer all outstanding rent, a reasonable late fee, and court costs. You will need to have the money with you at your hearing.*

*We recommend using money orders, but cash with a receipt is also an option.*

*Dayton limits tenants using the Pay-to-Stay defense to once per calendar year.*

# SOURCE OF INCOME PROTECTION

**Some states, cities, and counties have laws banning landlords from choosing a tenant based on their income source.**

A landlord denying a tenant based on their legal income source may be breaking the law.

**Example 1:** *I am employed, making \$1,000 per month. The rent is \$500 a month.*



**This landlord can deny me because my income is too low.**

**Example 2:** *I was denied housing because I have a voucher to pay my rent instead of a paycheck.*

**Example 3:** *I was denied housing. The landlord said, “we don’t take people on SSI.”*



**These landlords are breaking the law.**

# WHAT THE LAW REQUIRES OF YOUR LANDLORD

**The law requires your landlord to do certain things. Even if they are not stated in a lease, or if you do not have a written lease.**

## **Your landlord must:**

- Follow all housing and health and safety codes that seriously affect your health and safety.
- Make repairs for your home to be livable.
- Keep all electrical, plumbing, heating and ventilation systems in good working order.
- Always supply, but not pay for, hot and cold running water and heat.
- Keep hallways and stairways safe and clean.
- Living in a building with 4 or more units? The landlord must provide containers and arrange for trash removal.
- Give you at least 24 hours' notice before entering your home. Notice is needed for any reason except an emergency.
- Have a valid reason to enter your home. Making repairs or periodic inspections of the property are examples.



# WHAT THE LAW SAYS YOUR LANDLORD CANNOT DO



**A landlord cannot take away your rights, even if your rent is late.**

## **Your landlord cannot:**

- Increase your rent, decrease your services, or threaten you with eviction because you:
  - *Complain to your landlord.*
  - *Complain to the city about a code violation or violation of the landlord's duties.*
  - *Join a tenant group.*
- Shut off your utilities.
- Change your locks without a court order.
- Threaten to shut off your utilities or change your locks so you move out.
- Enter your home or repeatedly demand access without a good reason and a 24-hour notice.
- Stop your guests from visiting.

## **What if my landlord took my things?**

- » You can sue (file) in Small Claims Court. It is a part of the municipal or county court. Ask the court to order them pay you damages.  
*Or*
- » File in Common Pleas Court to ask the court for an order to return your property.

## **Contact a lawyer if your landlord ignores the law and does any of the above.**

You may have the right to sue your landlord for damages, plus attorney fees. Some actions might be considered crimes.

# WHAT THE LAW SAYS YOU, THE TENANT, MUST DO



## You have legal duties as a tenant.

### You must:

- Pay your rent on time.
- Not damage your rental unit.
- Keep your home safe and clean.
- Dispose of trash and garbage in a clean manner.
- Keep all appliances in good working order. Reasonable wear and tear is expected.
- Keep the electrical and plumbing fixtures clean. Use them properly.
- Control your guests. Do not allow guests or visitors to cause damage.
- Do not allow any guest or household member to engage in criminal activity. You could lose your housing if they possess or sell drugs.
- Be considerate. Do not disturb other tenants.
- Permit your landlord access for a good reason when given at least 24 hours' notice.

### **You are responsible for any damages you or your guests cause.**

Your landlord can use your security deposit to make repairs when you move.

Your landlord can sue you for repair costs above your deposit.

You are not responsible for normal wear and tear.

### **Normal wear and tear examples are:**

- Walls that routinely need repainted.
- Plumbing fixtures that break down because of regular use.

## ***How long did you live in the rental unit?***

If you live there for several years, carpet replacement may be needed for normal wear and tear. Pet stains and cigarette burns are not usually normal wear and tear.



**Always take photos of every room when you move in and move out.**

Document any pre-existing damage when you move in and send it to the landlord. Photos or videos allow you to record the damage.

***Examples:*** Stains or damage to flooring, holes in the wall, leaking pipes, missing or broken blinds.

## **Your landlord can evict you if you do not meet your duties as a tenant.**

Sometimes, your landlord must give you a 30-day notice. At other times they can give you a 3-day notice.

### ***Is it a health and safety problem?***

- » Your landlord must give you written notice of the problem and 30 days to fix it. If you do not fix the problem within 30 days, your landlord can begin an eviction action in court.

A landlord can give you a 3-day notice for lease violations, late rent, criminal activity, or drug violations. They do not need to let you fix the problem. Then they can file an eviction with the court.

***Example:*** You have garbage in your apartment attracting rats. The landlord must tell you and give you 30 days to clear the trash away because it is a health and safety issue.

# A NOTE ABOUT POLICE SEARCHES



**Must I allow the police to enter my home?  
Must I allow them to search me or my car?**

**According to the American Civil Liberties Union of Ohio, you can say no, unless:**

- They have a warrant signed by a judge.  
**Calmly ASK to SEE IT.**
- It is an emergency situation.

**Do not stop police in an emergency or with a warrant.**

***What are examples of an emergency situation?***

- » They hear someone inside screaming for help.
- » They are chasing someone who runs into your home.
- » 1. They approach your home. 2. Identify themselves. 3. Then hear sounds, making them believe evidence is being destroyed.

**Do not interfere with or obstruct the police. You can be arrested.**

What you say to the police can be used against you. What you say can give the police an excuse to arrest you or search you and your property. **Stay calm.**

If asked, you must give your name, address, and date of birth. You can be arrested in Ohio for refusing to give this information. You don't have to answer any other questions.

Never consent to any search of yourself, your car, or home. **If you consent to a search, it can affect your rights later in court.**

***What is consent?***

- » It is when you voluntarily agree. Complying with a warrant or in an emergency is not the same as consent.

*For more information, visit the Know Your Rights section at [acluohio.org](http://acluohio.org).*

# RENT ESCROW

## Rent Escrow and Other Things You Can Do About Problems with the Condition of your Home

Your rent must always be paid. You must pay your rent to your landlord or court. The only time you don't have to pay rent to your landlord is when you pay it to the court. This is called escrow.

### *Why use rent escrow?*

- » A tenant can act against a landlord to get repairs made to a rental home or apartment.



**CAUTION:** A month-to-month tenant may risk their housing if they escrow their rent. A landlord could give you a 30-day notice to leave.

***Did you get a 30-day notice shortly after you escrowed your rent? Yes?***

- » Tell the court you recently complained about conditions. Retaliation for complaining about issues with the condition of your home is not allowed.

## Rent Escrow

**You must follow all the steps to be eligible. The steps are:**

- 1. Rent is current.** You cannot use the rent escrow process if your rent is behind. You must also continue to pay your rent in full and on time to the court during the escrow process.

***My rent is due before a reasonable time has passed. What should I do?***

- » Pay your rent on time to your landlord.

**2. Written notice:** Give written notice of the needed repairs to the landlord.

**Give notice to the landlord by:**

- a. Email** – Check the option for delivery and read receipts.
- b. Text** – Take a screenshot.
- c. Certified Mail** – Ask for a return receipt.
- d. Hand deliver** – Ask the landlord to sign and date your copy.

The notice should say exactly what the problems are, state a “reasonable time” deadline (*see below*), and that you intend to escrow your rent if the repairs are not made.

**Keep a copy of the notice.** The notice should state the exact problem.

**Example:** *The furnace is not working.*

**3. Reasonable time:** Wait a reasonable time for the repair to be completed before you escrow your rent.

**What is reasonable?** It depends.

- a.** How much trouble does the problem cause?
- b.** How long does it normally take to fix the problem?

Usually, a reasonable time is 30 days unless it is an emergency.

**No water? No heat in the winter?**

» These can be emergencies.

**Did you deposit your rent with the municipal or county court before 30 days passed?**

» You must explain why you escrowed your rent sooner.

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**4. Pay Rent to the Court:** A reasonable time or 30 days has passed. ***Now what?***

» **You may pay your rent (on or before the day your rent is due) to the court.** Visit the Self-Help Center at [LegalAidLine.org](https://www.LegalAidLine.org) for more information.

**a. Go to the Clerk's office.**

**i. Take an old rent receipt.** You may need this to prove your rent is current.

**ii. Take a copy of the notice** you gave to the landlord.

**iii. You may need to swear under oath** that your rent is current, and you gave written notice for repairs to your landlord.

**iv. You must fill out a form** describing the items you want repaired and ask the court for a hearing.

**What are you asking for?**

***Example:*** Ask the court to order your landlord to make repairs or allow you to use the money in escrow to pay someone to fix the problem.

Use caution when paying for repairs and deducting it from your rent.

***Do you have the landlord's written agreement?***

***Did the court order you to make repairs? No?***

» You may still be responsible for your entire rent payment.

» You must pay your rent to the court until your case is over.

*See Exhibit A for a sample Notice of Landlord's Breach of Obligation letter.*

# WHEN THE LANDLORD WON'T MAKE REPAIRS

## The landlord didn't make repairs after I paid (escrowed) my rent to the court.

### *What now?*

#### **You may ask the court to:**

- Reduce your rent until the repairs are made. Only a court can reduce your rent.
- Order your landlord to make repairs.
- Terminate (cancel) your lease.

## I want the court to cancel my lease because the landlord has not made repairs.

### *What now?*

#### **You must show the court:**

- You gave written notice to the landlord for the repairs.
- You gave the landlord a reasonable amount of time to make repairs.
- Your rent payments are current.
- You paid (escrowed) your rent to the court.

#### *AND*

- The problem significantly affects your health and safety.

#### **There is usually a hearing before the court makes an order.**

You will get notice of the hearing date and time. You can bring a lawyer.

Plan how you will prove your case if you do not have a lawyer. Take everything you will need to prove your case at the hearing. This is called **evidence**.

#### ***What evidence or witnesses are needed?***

## Examples of evidence might include:

- Escrow payment receipts.
- Proof that you gave the landlord written notice of what needs to be fixed.
- Copies of work order requests.
- Proof you gave your landlord a reasonable time to make repairs.
- Photos or videos of needed repairs.
- Copies of any repair bills.

**Tips:** Check your court for a self-help center. Check your local library for resources. Prepare your evidence.

### **The court will keep your evidence.**

- Print photos in color.
- Save videos to a flash drive.
- Print text or email messages.

### **Make 3 copies of any evidence you plan to use at court.**

Bring the original evidence for the court. Bring a copy for yourself. Bring another copy for your landlord.

## Rights and Other Options

- 1. Form a tenant's union or association with other tenants of the same landlord.**
  - » This gives you the chance to work together to solve landlord problems. The group can give notice for needed repairs. If needed, you can all escrow rent. **The landlord cannot evict you for joining a tenants' union.**
- 2. Notify the building, housing, or health department of any problems with your rented home or apartment.**
  - » Request an inspection of your rental.



**CAUTION: Do conditions create a serious health or safety risk? If yes, the city inspector may order you to move out until the repairs are done.**

### 3. Sue your landlord for damages.

- » To win, you will need to prove that you have been harmed by your landlord's actions or inactions.

**Example:** *A broken furnace is not fixed, and your child becomes sick. You have the right to sue your landlord for expenses you may have because your child became sick.*

- » You'll need to prove damages to convince a judge or a jury.
- » Take pictures or videos.
- » Have witnesses inspect the apartment. The best witnesses are not relatives or close friends.
- » An inspection report can be used to prove violations of the landlord's duties.

**Tips:** *Check your court for a self-help center. Check your local library for resources. Prepare your evidence.*

**The court will keep your evidence.**

- *Print photos in color.*
- *Save videos to a flash drive.*
- *Print text or email messages.*

**Make 3 copies of any evidence you plan to use at court.**  
*Bring the original evidence for the court. Bring a copy for yourself. Bring another copy for your landlord.*

#### **Did you make repairs to the apartment?**

- » Your landlord doesn't have to pay you for the work unless it was agreed to in advance.
- » **Always get an agreement in writing.**
- » Keep a copy for yourself.

# HANDLING CONFLICTS WITH YOUR LANDLORD

## Utility Shut-Offs and Lockouts

### ***Did your landlord lock you out of your home without a court order?***

- » Ask an attorney for help with getting a court order allowing you to move back in.

### ***Locked out and need your property?***

- » You can enter your home, but you must leave it secure and undamaged.

### ***Did your landlord agree to pay utilities and then have them shut off?***

- » You may be able to transfer the utilities to your own name to continue the utility service.

### ***Did your landlord order the water service shut off or fail to pay the bill?***

- » You may sue your landlord and force them to restore water services.

### ***Are you are behind on your rent? Is your landlord is trying to kick you out?***

- » The landlord cannot lock you out or shut off your utilities without a court order, like an eviction order.

### **Mediation can help resolve a problem with your landlord.**

A mediator helps both sides clearly state the issues. They help you understand each other's position. They help you move closer to a solution. Mediation can occur before or after legal action begins.

## Be ready to prove your case.

- Keep all rent receipts.
- Make copies of your lease showing who is responsible for the utilities.
- Make copies of all notices you give the landlord.
- Make copies of all notices the landlord gave you.
- Put all agreements in writing. Have your landlord sign and date your copy.
- Witnesses can only testify in court about what they saw or heard. The best witnesses are not relatives and who have no financial interest in your case.

## WATER SERVICE IN TOLEDO, OHIO

### **Tenants and other people who do not own the place where they live have special rights to water services in Toledo.**

**Notice.** Everyone, including tenants, must receive a notice in the mail prior to a water shut-off. It must be mailed at least 8 days prior to the shut-off. If you did not receive notice, contact the City's Department of Public Utilities (DPU). Ask them to restore your water service because you did not receive notice.

**Options to continue services.** Is the water being shut off for nonpayment by the landlord? You have options.

- Tenants may escrow their rent at the Toledo Municipal Court. They can ask the court to use the money in escrow to pay the water bill. Follow the rent escrow rules found on pages 17 to 19.
- Make a deposit at the DPU and begin paying the bill on your own.

If the landlord ordered the water shut-off, a tenant may sue the landlord to restore the water services.

# EVICTIION

## When Your Landlord Wants You Out

### ***No written lease?***

- » You or your landlord can end your rental agreement by giving a 30-day notice.

### ***What if my lease is week to week?***

- » Your landlord must give you 7 days' notice to leave.

### ***What if I have a written lease?***

- » You can stay in your home until the lease ends. Unless the landlord proves you have violated the lease or your duties under the law.

### ***Can I stay after my written lease ends?***

- » Read your lease carefully. It may explain your right to stay after the lease ends. Often you can stay unless your landlord gives you a notice to leave.

### **Your landlord can evict you if:**

- You do not pay your rent when it is due.
- You stay in your home without paying rent after your lease ends.
- Your landlord gives you a notice to move and you stay past the deadline to move.
- Your landlord gives you a notice to fix a condition and it isn't fixed within 30 days. *See pages 14 to 15.*
- You violate a fair term of your lease.

## To evict you:

**The landlord must give you a “Notice to Leave the Premises.” This is sometimes called an Eviction Notice.**

The notice will tell you to move, often in 3 days. An eviction action may be started if you don't leave.

You don't have to move out in 3 days.

***Do you agree with the reason the landlord states you need to leave? Yes?***

» Begin looking for a new place.

**Talk with a lawyer as soon as you get a notice to leave.**

**Talk with your landlord.** Can you agree on a move-out date or a payment plan? Can you agree so an eviction does not get filed? Get any agreement in writing.

**Move and return the keys in time.** This should stop the landlord from filing an eviction action. An eviction on your record may cause problems finding future housing.

## What is an eviction record?

An eviction complaint filed with the court immediately creates an eviction record. It becomes public record no matter what happens in your eviction case. Most courts put eviction cases online.

You could be unaware of evictions on your record.

***Example:*** You and a co-tenant were on a lease. You left the unit before them. The landlord then filed an eviction naming all the tenants on the lease.

There is no free database of all eviction records in Ohio.

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**To find eviction records:** Search the municipal or housing court online dockets in each city or county where you lived.

Landlords often pay for tenant screening services. They search court records to create a tenant report. Eviction records can also appear on your credit report.

Eviction records can be a barrier. A landlord may not rent to you simply because they can find an eviction case. They may not care that the case was dismissed, or that the court found in the tenant's favor.

**Sealing an eviction may be possible. Visit [LegalAidLine.org](https://www.LegalAidLine.org) for more information.**

**To legally evict you, the landlord must:**

- Wait until the time on the notice passes.

***Example:** Wait 4 days after giving you a 3-day notice to leave.*

- File a complaint with the court.
- Get a court order.

***What happens after the landlord files with the court?***

**The court will:**

- Send you a “Summons in Action for Forcible Entry and Detainer,” and a Complaint. The Complaint will state the reasons for the eviction.
- Schedule a hearing. The hearing can be 7 to 14 days after you get the summons.

## What Should I Do if I Receive a “Notice to Leave Premises”?

***Do you agree with everything in the landlord’s “Notice to Leave?”*** Yes?

- » Prepare to move within 2 or 3 weeks.

***Can you move and return the keys before the hearing?*** Yes?

- » Tell the court. Take the keys to the hearing if you cannot give them to the landlord first. The court should dismiss the eviction.

You can ask the landlord for more time. Sometimes they will agree. **Get any agreement in writing.**

***Do you agree with the “Notice to Leave,” but also think the landlord did things wrong?***

*Yes, and an eviction is with the court?*

- » Talk with a lawyer right away.

***What if my landlord tells me to leave but does not give me a written notice?***

- » You do not have to leave. This is a defense if your landlord files an eviction action with the court.

***Do you disagree with the “Notice to Leave?”***

- » Talk with a lawyer right away.

**There are many possible defenses to an eviction, including:**

- You offered to pay your rent on time, but it was refused.
- You paid part of the rent that was due, and your landlord accepted it.
- You paid the current month’s rent, although you owe for a previous month.
- Your landlord is trying to evict you because you exercised one of your rights, and your rent is current. *See page 21.*

**Note:** Did your landlord follow proper procedures? If not, there may be some defenses to a non-payment of rent claim or to other claims against you. **Talk to a lawyer.**

**It is not a defense if you just did not have enough money for rent.**

Sometimes with an eviction, landlords ask you to pay rent they say you owe. **Read the court papers carefully.**

***Is the landlord also asking the court to order you to pay them money? Yes?***

- » You must file an answer with the court. You can file a counterclaim for damages against the landlord.
- » Your answer and counterclaim must be filed within 28 days of the day you received the court summons.
- » If you do not file an answer, you could be ordered to pay even if you show up in court.
- » A lawyer could help you prepare your answer and counterclaim.

***I cannot get a lawyer. What can I do?***

- » Ohio Legal Help has an online tool to help with an answer. Search Second Cause Eviction at [ohiolegalthelp.org](http://ohiolegalthelp.org).

**You will need to move out if you do not go to court or go and lose your case.** You will usually have 7 to 10 days to move. Contact the bailiff's office. Ask when the set out is scheduled.

If you are not out in time, a bailiff can move your things out to the street, curb, or to a storage unit. This is called a set out. The bailiff is an armed law enforcement officer. **Do not threaten them or refuse to leave.**

## What to Expect at an Eviction Hearing

Both you and the landlord will be allowed to tell your side of the story at the hearing. The judge will dismiss the case if they agree with you. The judge will order that you be evicted if they agree with the landlord. You will need to move if the landlord wins. You usually get 7 to 10 days to move.

### ***Need more days to find a new place?***

» Only the landlord can allow more time. Get it in writing.

### ***Did you get all your things out in time? No?***

- » A bailiff can legally move all your things out to the street, curb, or put in a storage unit. This is called a set out.
- » You have no right to go back in and get things left in the unit. **You can be charged with trespassing.**

## Under the CARES Act

The federal CARES Act helps some tenants by giving them more time when they are behind in rent. It often applies to public housing, properties in subsidized housing programs, and properties with a federally backed mortgage.

Under Ohio law, a landlord can give a 3-day Notice to Vacate for not paying rent. The landlord must give a 30-day notice for property covered by the CARES Act.

Visit the Self-Help Center at [LegalAidLine.org](https://www.legalaidline.org) for more information.

## Right to Counsel

Often the landlord has an attorney and the tenant does not, which creates an uneven playing field for tenants. A tenant's attorney can be very helpful. They can screen for eviction defenses, negotiate, and properly present evidence to the court.

Some places have "Right to Counsel" laws. The goal is to give tenants access to lawyers free of charge. These laws often limit help based on income. **Contact Legal Aid Line to apply for help.**

# MOVING OUT – WHEN YOU WANT TO LEAVE

A written lease is an agreement for you to stay in your house or apartment until the lease expires.

## ***Leaving before your lease term ends?***

- » You may owe rent for some or all the months you are not living there.

### **Tips for moving out:**

- Make sure there are no items left behind.
- Do not remove any items that were there when you moved in.
- Check your lease for any specific move out musts. Example: carpet cleaning.
- Give your landlord your forwarding address.
- Leave the rental clean, even if it wasn't clean when you moved in.
- Clean the appliances, like the stove, oven, refrigerator.
- Take photos or videos of your unit after it is clean and empty.
- Return keys to the landlord.
- Don't plan to just leave when your lease is over.
- Read your agreement.
- You may need to give 30 or more days' notice to your landlord before you move.

## ***Was notice given on time?***

- » If not, your landlord may want you to sign a new lease or make you a month-to-month tenant. A month-to-month tenant needs to give a 30-days notice.

## ***No written lease?***

- » You must give your landlord advance notice that you plan to move.

### ***Do you pay rent monthly?***

- » Notice must be given 30 days before the next time your rent is due.

### ***Do you pay rent weekly?***

- » Notice must be given 7 days before the next time rent is due.

The landlord can keep part of your security deposit for rent if you move without giving the right number of days notices. Read the section on “Getting Back Your Security Deposit” before you move.

*See Exhibit B for a sample Notice of Termination of Rental Agreement letter.*

### **You may not have to pay any rent after moving out if:**

- The landlord agrees to let you sublet your rental and the rent is paid on time. You may owe rent for any months the new tenant misses.
- You are moving because the landlord broke the terms of the lease or violated an obligation. You must also have given 30 days’ notice to fix the problem and it was not fixed.
- You work out an agreement with the landlord. Get the agreement in writing. Keep a copy.
- The landlord has already leased the apartment to someone else for the same amount of rent or more.



# SECURITY DEPOSIT

## ***Can my landlord require a security deposit?***

- » Yes. Your landlord can ask for a security deposit. A landlord can keep the deposit to cover any unpaid rent or damages.

## ***Is the deposit more than one month's rent? Did the landlord keep it for at least 6 months?***

- » If yes to both, your landlord must pay you interest on the amount over one month's rent.

***Example:*** Your rent is \$200 a month. Your landlord asks for a \$250 security deposit. They hold it for more than 6 months. Your landlord must pay you interest on \$50 (\$250-\$200).

## **Getting Back Your Security Deposit**

**Prepare.** Take steps to get your security deposit back when you are ready to move out. Before you move in, inspect the apartment with your landlord or their agent. Bring someone who can be your witness and take pictures or videos.

**Make a written list of any defects you see before you move in.** Give a copy to your landlord. Ask for a written statement that they will be corrected. Take photos or video of the defects.

**Clean your rental before you move out.** Remove all of your property. Clean the appliances. Leave the rental in good condition so a new tenant could move in right away.

Normal wear and tear is not your responsibility.

***Normal wear and tear examples:*** Peeling paint, worn carpet, plumbing, or appliances that break down from regular use.

You are responsible for things you or your guests damage or misuse.

**Go through the rental again with a witness.** Try to use the same witness as before. Make another list of damages. Keep copies of the list. Take photos or videos.

**Return the keys to your landlord.** You are not moved out until the keys are given to the landlord. You may owe rent while you have the keys.

**Give your landlord a mailing address in writing.** It does not need to be your new address. It only needs to be a good address where you can get mail. It can be a PO Box. The landlord must have an address. Without an address, you give up your right to a refund.

**Your landlord has 30 days from the day you move out to return your deposit in full or give you a written list of all deductions. They only have to do this if you have given an address to your landlord.**

*See Exhibit C for a sample Demand for Refund of Security Deposit letter. Visit the Self-Help Center at [LegalAidLine.org](http://LegalAidLine.org) for detailed instructions.*

## Suing Your Landlord

***I am unhappy with how much of my security deposit my landlord sent me. I gave them a mailing address in writing and I did not get a written list of deductions.***

» You have the right to sue your landlord in Small Claims Court.



**REMEMBER: The landlord can deduct any rent due from the deposit.**

A lawyer is not required to sue your landlord. It is best to talk with one before going to court. The landlord might be ordered to pay your lawyer fee if you hired one and win your case.

## ***How much money do I ask for when I sue the landlord?***

» It depends. How much do you think was wrongfully kept?

## ***Did the landlord respond within the 30 days? No?***

- » You can sue for double the wrongfully withheld portion of the security deposit.
- » The landlord might be ordered to pay your lawyer fee if you win.

## **You need evidence to win your case.**

### **Take all these to court with you:**

- A receipt showing that the deposit was paid.
- Proof you don't owe any rent. Receipts or other proof for all your rent payments.
- A copy of your notice to your landlord with your new address.
- Witnesses to testify.
- Photos or videos of the rental when you moved in and moved out.
- Proof of any improvements or repairs you made to the rental.

***Tips:*** Check your court for a self-help center. Check your local library for resources. Prepare your evidence.

### ***The court will keep your evidence.***

- *Print photos in color.*
- *Save videos to a flash drive.*
- *Print text or email messages.*

### ***Make 3 copies of any evidence you plan to use at court.***

*Bring the original evidence for the court. Bring a copy for yourself. Bring another copy for your landlord.*

# ADDITIONAL RIGHTS

## Rights When Renting a Room

You *may not be considered a tenant while renting a room under Ohio law.*

*Examples: Boarding house and long-term hotel rentals. You may not have the same protections given to a tenant.*

**Factors the court may consider when deciding if you are a tenant:**

1. Do you pay a set weekly or monthly amount each day?
2. Are you staying day-to-day, or for a set time?
3. Is it the only place you live?
4. Is the room shared, or are you the only one using it?
5. Are you responsible for cleaning it?
6. Does the unit have things such as a refrigerator or stove to prepare meals?
7. Is the owner responsible for providing any meals?
8. Does it contain extensive residential furnishings?
9. Does it contain a lot of your things?

***Ask to see the original lease before moving into a rental with existing tenants. Does it allow for subletting? (Subletting is when you pay the tenant instead of the landlord).***

- » If it does, put the agreement in writing.
- » All occupants and the landlord should sign it before you move in.
- » If not, make sure you are added to the lease before moving in.

**Everything in writing helps protect your rights.**

## Rights When Staying in a Campground

### ***I am temporarily staying at a campground, RV park, hotel, or similar place.***

- » Ohio Landlord Tenant laws do not apply to short-term stays. You can be asked to leave without advance notice.

### ***What if I overstay or do not remove my property?***

- » A campsite use agreement should describe the procedure for removing your property.
- » A campground or park is bound by their written agreement with you.

### ***I am living at the same campground, RV park, hotel, or similar place long term as my home.***

- » Ohio laws may offer some protection.

### **Contact an attorney for help with your rights.**



# APPLY FOR LEGAL HELP

## How to Apply for Legal Help

**Applying for legal help begins with Legal Aid Line.** Legal Aid Line provides FREE legal information, advice, and referrals to eligible, low-income residents of northwest and west central Ohio. All applicants must meet income guidelines to receive services.



**CALL TOLL-FREE:**  
**(888) 534-1432**  
**Mon - Fri, 9:00 a.m. - 2:00 p.m.**



**APPLY ONLINE:**  
**LegalAidLine.org**  
**24 hours/day; 7 days/week**

**Advocates for Basic Legal Equality, Inc. (ABLE)** is a nonprofit civil law firm in northwest and west central Ohio. ABLE's mission is to pursue justice and equity, facilitate access to opportunities for people with low incomes through passionate legal representation, and provide steadfast advocacy for systemic reform.

ABLE does not discriminate in access to or the provision of program services to eligible clients and beneficiaries on the basis of race, religion, color, creed, sex, age, marital status, national origin, ancestry, sexual orientation, disability, handicap, citizenship, veteran status, or any basis prohibited by law. ABLE is an equal opportunity employer.

The opinions expressed in this brochure are those of ABLE and not of their funding sources. This brochure is intended to provide education about landlord-tenant law. Use of this brochure does not establish an attorney-client relationship.

*Information in this brochure may become out of date as laws change. This brochure was last updated in January 2026.*

*This is a sample form. Visit legalaidline.org for a form you may fill out and use.*

**EXHIBIT A: NOTICE OF LANDLORD’S BREACH OF OBLIGATION**

TO:

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notice is to inform you that you have breached the obligations under R.C. §4781.38 (manufactured home park tenancy only) or §5321.04 and our rental agreement, as the owner/agent or park operator of the dwelling located at:

\_\_\_\_\_  
\_\_\_\_\_

The following conditions must be corrected within thirty (30) days (unless an emergency, i.e., no heat or water) on or before

\_\_\_\_\_:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

If the necessary steps are not taken to correct the above conditions within the time period indicated above, I will do one of the following:

Deposit my rent with Clerk of \_\_\_\_\_ Court

OR

Terminate our rental agreement pursuant to R.C. §5321.07.

\_\_\_\_\_  
Tenant Date

Date Provided/Method: \_\_\_\_\_

*This is a sample form. Visit [legallaidline.org](http://legallaidline.org) for a form you may fill out and use.*

**EXHIBIT B: NOTICE OF TERMINATION OF RENTAL AGREEMENT**

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

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

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

City/State/Zip: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Dear Landlord,

Pursuant to our rental agreement and Ohio law, you are hereby notified that I/we intend to terminate our rental agreement for the residential premises at:

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

City/State/Zip: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Please make arrangements for a mutually convenient time and date for a final inspection of the condition of said premises, return of keys, and for providing information regarding any security deposits for said premises.

Sincerely,

Your former tenant(s):

\_\_\_\_\_  
Signature(s)

*This is a sample form. Visit [legallaidline.org](http://legallaidline.org) for a form you may fill out and use.*

**EXHIBIT C: DEMAND FOR REFUND OF SECURITY DEPOSIT**

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

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

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

City/State/Zip: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Dear Landlord,

Please return my/our security deposit of \$ \_\_\_\_\_  
which I/we deposited with you for the dwelling that I/we rented  
from you at:

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

City/State/Zip: \_\_\_\_\_

Effective Date: \_\_\_\_\_

You should send my/our security deposit, together with an  
itemized statement of any deductions from it, to the address  
provided above, within thirty (30) days from the delivery of  
this letter.

Sincerely,

Your former tenant(s):

\_\_\_\_\_  
Signature(s)



**FOR MORE INFORMATION, VISIT OUR  
SELF-HELP CENTER ONLINE:**



[legalaidline.org/selfhelp](https://legalaidline.org/selfhelp)

**ABLE** ADVOCATES  
FOR BASIC LEGAL  
EQUALITY, INC.

[ablelaw.org](https://ablelaw.org)