



# CLEVELAND TENANTS ORGANIZATION

3631 Perkins Avenue, Suite 3A4 - Cleveland, Ohio 44114  
Tel: 216.432.0617 - Fax: 216.432.0620

Landlord-Tenant  
Information \*

Programs

Contact

Home

## Know Your Rental Rights!

EXECUTIVE DIRECTOR:  
**MIKE PIEPSNY**

## Landlord Duties

A landlord has the duty to:

1. Put and keep the premises in a fit and habitable condition.
2. Keep the common areas safe and sanitary.
3. Comply with building, housing, health, and safety codes.
4. Keep in good working order all electrical, plumbing, heating, and ventilation systems and fixtures.
5. Maintain all appliances and equipment supplied or required to be supplied by the landlord.
6. Provide running water and reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up.
7. Provide garbage cans and arrange for trash removal if the landlord owns four or more residential units in the same building.
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit, and enter only at reasonable times and in a reasonable manner.

Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household, or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

## Tenant Duties

A tenant has the duty to:

1. Keep the premises safe and sanitary.
2. Dispose of rubbish in the proper manner.
3. Keep the plumbing fixtures as clean as their condition permits.
4. Use electrical and plumbing fixtures properly.

5. **Comply with housing, health, and safety codes that apply to tenants.**
6. **Refrain from damaging the premises and keep guests from causing damage.**
7. **Maintain appliances supplied by the landlord in good working order.**
8. **Conduct yourself in a manner that does not disturb any neighbors and require guests to do the same.**
9. **Permit landlord to enter the dwelling unit if the request is reasonable and proper notice is given.**
10. **Comply with state or municipal drug laws in connection with the premises and require house-hold members and guests to do likewise.**

## **Security Deposit**

The Ohio Landlord-Tenant Law permits a landlord to collect a security deposit to cover the costs of:

- **unpaid rents or charges, and**
- **repair of tenant-caused damages, in excess of normal wear and tear, to the property**

The landlord is required to return the security deposit to the tenant within 30 days of the time that the tenant gives up occupancy (ie. moves out and turns in the key) and terminates the rental agreement. The tenant is required to provide the landlord with a forwarding address in writing.

If the landlord makes a deduction from the security deposit, the landlord is required to provide the tenant with a written itemized accounting of the money that is withheld.

If, after 30 days, the landlord has not returned the deposit or the itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for double the amount which the tenant believes was wrongfully withheld.

If the tenant's claim is for less than \$2000, the tenant may file in the Small Claims Court in the city where the property was located.

A security deposit is given by the tenant to the landlord to "secure" the tenant's performance under the tenancy. A pet deposit, key deposit, garage deposit, or last month's rent paid in advance may all be part of the security deposit. If the total security deposit is greater than one month's rent, the landlord owes 5% interest on the amount in excess of one month's rent.

A deposit to "hold the unit," an application fee, or a fee for a credit check are probably not security deposits. Before giving or receiving money, be clear about what the money is for and whether it is refundable.

## **Rental Deposit (Escrow) Requirements**

The tenant must be current in her/his rent before depositing rent with the Clerk of Courts. The tenant may not deposit rent in "bad faith," or for a condition which the tenant caused. The tenant may not just hold on to the rent.

Rent deposits must be made on or before the normal rent due date. Tenants should check with the local Clerk of Courts to find out exact procedures for their court.

If a tenant received a written notice from the landlord at the beginning of the tenancy which states that the landlord owns three or fewer units, then the tenant is barred from taking legal action under the Ohio Landlord Tenant Law.

**If the landlord fails to disclose her/his name and address and the name and address or his/her agents, then the landlord gives up the right to a notice before the tenant takes legal action. (See [Ownership Disclosure](#)).**

## **Ownership Disclosure**

**Every written rental agreement must contain the name and address of the owner and the owner's agent. If the owner is a corporation or partnership, the address must be the principal place of business in the County (or State) and must include the name of the person in charge at that location.**

**In the case of an oral agreement, this information must be provided to the tenant in writing at the beginning of the tenancy.**

**A landlord who does not disclose this information gives up the right to a notice before a tenant takes legal action under the Ohio Landlord-Tenant Law.**

**Some municipalities have registration requirements before a landlord may offer a unit for rent. Check your local city hall.**

**Go to [www.clevelandtenants.org](http://www.clevelandtenants.org) for more information.**