

## Tenant Information Project — UC School of Law

**TIP Hotline: (513) 556-0053 8am - 5pm, M-F (Not Available Through Summer Quarter)**

If you have questions about Ohio landlord-tenant law, or want to know your rights and responsibilities as a tenant or landlord, please call TIP at 556-0053 and speak to a volunteer who can help address your questions. We do not accept questions by email or in person. TIP volunteers are not attorneys, and cannot provide legal advice. We can, however, help clarify the law and explain possible courses of action. Should you require legal advice or more in- depth assistance, we can direct your call to other agencies and lawyers in Cincinnati.

### Student Tenant FAQ

- What if I sign a lease with some roommates and they run out on me, or they do damage to the property, or we decide to move out?
  - ❖ When you sign a lease with your friends, you are all responsible for the entire amount due. The landlord can sue all of you or just one individual for any money owed. If your parents co-sign the lease, they may be sued as well.
- What can I do if my landlord won't fix things around the apartment?
  - ❖ If you are current on your rent, send a letter to your landlord detailing the problem. If the landlord doesn't respond within 30 days, you have three options.
    - You can put your rent in escrow, which means you pay a court instead of your landlord. The court then decides if the landlord gets the rent and when (usually after proof of fixing the apartment).
    - You can petition a court to force the landlord to make the repairs. The court may instruct the tenant to have the repairs made and take the cost out of the rent.
    - You can move out. If the landlord goes to court to force you to pay the remaining rent due on your lease, you have to show that the conditions in the apartment were so bad, no one could live there. Use this as a last resort!
- Can I get out of my lease because of high crime in the area?
  - ❖ NO! A landlord does not have a duty to protect tenants from criminal activity, unless the crime is caused by his/her other tenants. Instead, you should check out the neighborhood before you move in.
    - Walk around the block during the day and at night. Does it feel safe?
    - Are there a lot of people standing around with nothing to do?
    - Call the local police and get crime statistics for the neighborhood.
- Can my landlord evict me for excessive noise?
  - ❖ YES! Tenants are required to conduct themselves in a reasonable manner which does not interfere with their neighbors' peaceful enjoyment of their property. Tenants are also required to make sure their guests do the same.
- Can my landlord evict me for a guest on my property using or selling drugs?
  - ❖ YES! If you or an invited guest violates Ohio's laws on controlled substances (Ohio Revised Code 2925 and 3719) and the landlord knows or reasonably believes that activity is occurring or has occurred in the past, you may be evicted. It doesn't matter that you or your guest have not been charged with a crime.
- How does eviction work?
  - ❖ If you violate any term in the rental agreement, the landlord may evict you. He/she must place a notice on your door giving you three days to vacate the premises.

- ❖ If you believe you should not be evicted and can prove it to a court, you should stay in the apartment and require the landlord to file a lawsuit called a “forcible entry and detainer.” A hearing will be held within about 15 days, and both sides will present their evidence in court. If the court finds for you, the case is dismissed. If the court finds for the landlord, he/she may apply for a Writ of Restitution. This notice is posted on the tenant’s door and gives 5 days for the tenant to move out. If you still refuse to leave, after 5 days the landlord may change the locks and have you forcibly removed by the police.
- How do I make sure I get my security deposit back?
  - ❖ Complete a walkthrough with your landlord before you move in. Take video or photos of each room and any damaged areas. Make a list of the damage and have the landlord and all tenants sign and date it. Keep a copy for yourself.
    - Make sure to look at floors, walls, ceilings, closets, cabinets, windows, appliances (inside of refrigerator and stove)
  - ❖ You are required to give at least 30 days written notice if you intend to leave at the end of your lease. If not, you may have to pay an extra month.
  - ❖ Clean the property thoroughly! Check your lease to see if the landlord requires professional carpet cleaning.
  - ❖ Complete a move-out checklist, with video or photos of each room.
  - ❖ Return your keys before your lease expires! Bring a friend with you as a witness when you drop them off.
  - ❖ Send the landlord written notice of your forwarding address. Have all roommates sign it and send it by certified mail with a return receipt. If you can prove that you sent the landlord written notice and he/she does not return your deposit within 30 days, you are entitled to sue for double damages and attorneys fees.
    - Within 30 days, the landlord must provide your deposit plus an itemized list of any deductions. This list must be very specific.
      - \$40 — cleaning: this is not specific enough — a tenant could contest this in court