

Renters Tips

Inspect the Apartment

Before paying a deposit or moving in, the tenant and landlord should inspect the dwelling together, noting its condition. If the landlord cannot inspect the premises with the tenant, the tenant should make a detailed record of the condition, noting all issues, and give it to the landlord as soon as possible. This allows the landlord to have any issues corrected and protects the tenant from being charged for pre-existing issues. It is recommended to not rent a unit that will require extensive repairs to be made after the move-in date.

Security Deposit

The Ohio Landlord and Tenant Law (<http://codes.ohio.gov/orc/5321>) permits a landlord to collect a security deposit to cover the costs of unpaid rent charges and to repair damages to the property caused by the tenant, in excess of normal wear and tear.

A receipt should be given showing who paid, who received it, how much was paid, what the payment was for, the address the payment was for and the date of the payment.

The landlord is required to return the security deposit to the tenant within 30 days of the time the tenant gives up occupancy and terminates the rental agreement. The tenant must 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 being 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, according to Ohio law, the tenant may sue for double the amount which the tenant believes was wrongfully withheld.

A Landlord has responsibility to:

1. Keep the premises in a fit and habitable condition.
2. Keep the common areas safe and sanitary.
3. Comply with all building, housing, health and safety codes.
4. Keep all electrical, plumbing, heating and ventilation systems and fixtures in good working order.
5. Maintain all appliances and equipment supplied or required to be supplied.
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 hookup.
7. Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential units in the same building. A free trash service is available to all Fairlawn residents. Contact the Service Dept. at 330-668-9550 for more details.
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit, and enter only at reason-able times and in a reasonable manner.

9. 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.

A Tenant has a responsibility to:

1. Keep the premises safe and sanitary.
2. Dispose of rubbish and garbage 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 all 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 themselves 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 household members and guests to do likewise.

City Code Enforcement

The Zoning, Housing and Residential Building Department, manages and provides enforcement for a tenant complaint program which identifies and requires the correction of Property Maintenance Code violations. The goal of this program is to protect the public health, safety and welfare in all existing residential structures and premises and is enforced through civil and criminal penalties. Tenants may contact the Housing Dept. at 330-668-9500, Monday through Friday between the hours of 8:00 A.M. and 4:30 P.M., or e-mail the Department anytime at bldg_zoning@ci.fairlawn.oh.us

Rent Escrow

The law in Ohio allows a tenant to legally withhold rent under certain conditions. Tenants must follow a legal procedure called rent escrow. Rent escrow means paying your rent to the clerk of courts rather than to your landlord, so economic pressure is put on the landlord to make needed repairs. Rent escrow remedies do not apply to landlords who own fewer than 4 units & have delivered written notice of this fact to the tenants upon moving in. In order to escrow rent because of a landlord's failure to make repairs, a tenant must:

- 1) Pay rent up to date.
- 2) Give a written notice to the landlord listing the repairs needed and send the notice to the place where rent is normally paid (being sure to keep two copies). If the landlord fails to provide the tenant with a written statement of the name and address of the agent and/or owner when the tenant moves in, the landlord waives this notice.
- 3) If the landlord does not make repairs within 30 days or a reasonable time in the case of an emergency, whichever is shorter, the tenant can:
 - a. Escrow rent by depositing it with the Akron Municipal Court;

- b. Ask the court to direct that the repairs be made, to reduce the rent and to release some of the money for making repairs; or
- c. End the agreement & move out.

Because this is a serious legal matter, tenants should talk to a lawyer before taking any of these steps. For more information regarding rent escrow please visit the Akron Municipal Court's web site: <https://courts.ci.akron.oh.us/>.