



Your rights

as a renter

A photograph of a woman with dark skin and long, dark braided hair. She is looking slightly to the right of the camera with a neutral expression. The image is overlaid with a semi-transparent blue filter.

a guide for tenants on their legal rights and  
responsibilities

# RENTERS HAVE RIGHTS



If you rent your home, you have to work with your landlord. And when things go wrong, it can feel like your landlord has all the rights and all the power.

But that's not the case.

In reality, both you and your landlord have rights. And by law, you both have responsibilities to each other. By knowing these rights and responsibilities, you can better protect yourself and your family.

This booklet is meant to give you general information about these rights and responsibilities and not to give you specific legal advice. If you have specific questions, talk to a private lawyer, reach out to a social service agency, or contact Community Legal Aid.

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# Step 1: Paperwork

When you move in, **your landlord may offer you a written lease**. If they do, read the whole thing before you sign it, and make sure you understand what it says. Don't sign something you don't understand, even if you are told you may lose the unit if you don't.

If there are things in the lease that you think should be changed, ask your landlord to make the changes **before you sign it**.

You should watch for the following things to make sure you understand:

- Security deposit
- Sublease provisions
- Length of lease
- Rules and regulations
- Utilities you are responsible for in addition to your rent
- Late payment procedures
- Use of laundry and other facilities
- Outside maintenance, like snow removal or mowing the grass



The following items are considered **“illegal provisions.”** Make sure your lease does not include them:

- Saying you must pay your landlord's legal fees in any court action filed against you
- Saying your landlord can take unfair advantage of you, such as failing to return a security deposit or “prepaid rent” for no good reason
- Saying your landlord can take your personal property for non-payment of rent
- Saying your landlord isn't responsible for repairing the property or causing you or your guests injury
- Saying you are responsible for making repairs, even if the damage is caused by normal wear and tear
- Saying your landlord can retaliate against you by evicting you, shutting off utilities, padlocking doors, or turning off heat for things like complaints for housing code violations, trying to organize a tenant union, and making “do-it-yourself” repairs
- Saying your landlord can force you to pay rent for a dwelling gutted by fire, tornado, or other disaster

*Note: These illegal provisions may not be binding, meaning your landlord can't enforce them. But you may have to go to court to protect yourself. It is much better to remove illegal clauses before signing the lease. If you already have signed a lease that contains any of these, contact an attorney for your options.*

Many tenants never sign a written lease. They still have most of the same rights as tenants who have leases.

**If you are not offered a written lease**, ask your landlord for the following:

- Their name and address
- When/Where to pay your rent
- Which utilities you will pay and which the landlord will pay
- Who is responsible for garbage, snow removal, and grass cutting

## LEASE CHECKLIST

- The property description or address
- Your name
- Your landlord's name
- Duration of the lease
- Due date for rent
- Amount of rent and any "late charge" for late payment
- Requirements to terminate the lease
- Your landlord's rules and regulations
- Your rights and responsibilities as a tenant

## Step 2: Document

Most landlords are fair. But it's always **best to have written agreements**, because no one can deny something that's written down and signed.

If you make an oral agreement with your landlord, and you have no written proof of the agreement, try to **have a witness** who could testify later about what was said. It's best if this witness is a neutral person, like a neighbor, instead of a relative or close friend.

## Step 3: Repairs

**Before you move in or pay** your landlord, make sure you see the property and make a list of all the things that need to be repaired right away. Photocopy this list and keep a copy for your records, and then give the list to your landlord. If at all possible, don't move in before repairs are made.



You should also **take pictures** of the rental unit before you move in.

Your landlord might let you make the repairs yourself, and your landlord may promise to pay you or reduce your rent if you make repairs. **Make sure that this agreement is in writing and signed by your landlord.**

## Step 4: Lead Paint

Some older properties contain lead based paint, which can be poisonous to children. It can cause brain damage and even death.

If you are signing a lease for more than 100 days, your **landlord must give you written notice** telling you if there is any known lead paint hazard in the building before you sign the lease. They also must give you information explaining how to prevent lead poisoning.

Most lead poisoning comes from lead dust of paint that is peeling, damaged, or disturbed.

# LEAD PAINT CHECKLIST

*To check for lead paint:*

- Look for dangers in the home. Check everywhere for peeling or chipping paint (windows, doors, porches, and outside).
- Look for a lead-safe home (built after 1978, newer windows, recently remodeled/painted).
- Talk to the owner about lead. Ask if any child with lead problems has lived in the house. They must tell you about any known lead dangers.
- Read and keep all the lead information your landlord gives you. You must receive a pamphlet on your lead rights and any lead documents. Keep these in a safe place.
- Before you sign the lease, tell your landlord to fix or remove known lead dangers. Make the request in writing with a list of all the problems they need to fix or remove. Go to [akronchildrens.org/lead](http://akronchildrens.org/lead) for an example.
- Read your lease carefully. A warning statement about known lead dangers must be in your agreement. People selling homes can avoid their responsibility for removing lead dangers in a contract, but landlords cannot do this.
- Talk to your child's doctor about getting your child tested. Find out why your child's lead levels are high.
- Tell your landlord your child has a high lead level. Write them a letter with a list of repairs needed and keep a copy of that letter. Find free legal help if your landlord refuses to make repairs. If they refuse, see the "What to do about a problem with your rental" section of this booklet.

# YOUR LANDLORD'S RESPONSIBILITIES

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By law, your **landlord has the following duties**, even if a lease says they don't:

- Make the rental unit meet all building, housing, and health codes that significantly affect health and safety.
- Make all repairs needed to make the rental unit livable.
- Keep air conditioning and elevators working if the landlord supplies them.
- Keep electric, plumbing, heat, and ventilation systems in good working order.
- Supply adequate hot water and heat at all times.
- Keep hallways and stairways safe and sanitary.
- Provide trash cans (if they own 4+ units in the building).
- Give at least 24-hours notice before entering a unit, unless there is a legitimate emergency.
- Promptly begin an eviction action (after giving proper notice) if they have knowledge or reasonable cause to believe you, a household member, or a guest is engaging in illegal drug activity.

**Your landlord shouldn't:**

- Prevent you from exercising your rights.
- Increase rent, decrease services, evict or even threaten to evict because you have complained about a code violation or because you participated in a tenants' union. (But a landlord can take any of these actions at a later time.)
- Shut off any utilities, change locks, or threaten such acts to force you to move.
- Enter your rental unit without giving 24 hours notice (except for emergencies) or repeatedly demanding to enter.
- Remove your possessions without a court order.
- Raise your rent in the middle of your lease; or, if you don't have a lease, raise your rent by any amount without giving you 30 days notice before your next rent payment is due. *(For example: Your rent is due on the first of each month. On May 15th, your landlord tells you that your rent will be raised from \$120 to \$150. Because May 15th is less than 30 days before June 1st, your rent should not go up until July 1st.)*

*Note: Even if you are behind on rent, your landlord has no right to do any of the things listed above. If they do, you should consult a private lawyer or contact Legal Aid. Some of these actions may be criminal (such as trespassing or theft), and you have the right to sue them.*

# YOUR RESPONSIBILITIES AS A RENTER

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Paying rent:

The most important thing a tenant must do is to **pay rent in full, on time, each month**. Your landlord can seek to evict you if you do not pay your rent on time.

Get a receipt each time you pay the rent. Don't agree to have a receipt sent to you by mail.

If you pay by check or money order, make a note on it describing what the payment is for. (For example: "Oct. 2017 rent and electric.")

Keep your copy of the money order to prove you paid the rent. (This doesn't work as well with cancelled checks, because you have to get a copy from the bank, if you need it.)

In general, you must **take care of the rental unit**. Specifically, you must:

- Keep your rental unit safe and sanitary.
- Dispose of trash and garbage in a sanitary manner.
- Keep all rental unit appliances in good working order.
- Keep the electrical and plumbing fixtures clean and use them properly.
- Not damage the rental unit or allow your guests or visitors to do so.
- Not disturb the other tenants.
- Let your landlord enter the unit after a reasonable request and with 24 hours notice (except emergencies).
- Not allow illegal drug activity at or in the rental unit.

You must **cover any damage you cause**, above and beyond normal wear and tear. Your landlord can take the money out of your security deposit when you move out, and they can sue you for additional damages.

# LANDLORD NOT MEETING THEIR RESPONSIBILITIES?

If a landlord doesn't comply with the law or their contract, you have the right to give what's called notice of the problem and ask for the problem(s) to be corrected.

Generally, you should follow the following process:

1. You must prepare a written notice to your landlord, detailing the violations they have made and give them a deadline for fixing the repairs. A landlord must make repairs within a reasonable time, which cannot be greater than 30 days. For emergency issues, like not having heat in the winter or not having electricity, repairs should be made in hours.
2. Make a photocopy of your notice and the envelope, and keep it in your records.



3. Send your notice to your landlord through the post office, and ask the post office for **proof of mailing**. Keep this with your records. You can also send the notice via email or text.

4. Allow your landlord time to fix the problem (the amount of time in your written notice).

5. If rent is due before the time expires, **pay your rent in full and on time**.

*Example: If rent is due on the first of the month, and you send your written notice on June 10 with 30 days to make repairs, you still have to pay rent to your landlord on July 1. If the repairs are not made by July 10, you can take further steps in the section below.*

6. After your waiting period has passed, if the problem still isn't fixed, see the next section for information on how to escrow your rent.



# RENT ESCROW

You cannot refuse to pay rent because your landlord has not made repairs. However, you can escrow your rent with the municipal court if your landlord has violated any obligations that significantly affect your health and safety.

Escrow is when you pay your rent to the court instead of to your landlord. The court then holds your money while your landlord works on fixing the problem(s).

Some municipal courts have forms you may use to escrow your rent. Some courts may also charge a fee up to 1% of the rent escrowed.

Rent escrow can be tricky, and you should talk with a private lawyer or contact Legal Aid before doing it.

Generally, here are some things to keep in mind:

- You must be current on your rent before you can escrow, which means you cannot owe any money to your landlord.
- The court may schedule a hearing. If they do, make

sure you go to that hearing and bring all your records/documents (your lease, rent receipts, photos, the notice to your landlord, the proof of mailing from the post office) with you. These documents will help prove your case.

- You will need to ask the court to order your landlord to do one of the following:

1. Make the repairs, which will require you to continue escrowing your rent and may include:

- Requesting an order from the court to reduce your monthly rental amount until the repairs are made, or
- Requesting an order from the court to use the escrowed rent to remedy the condition(s) on your own.

2. Terminate your lease.

*Note: You cannot escrow rent and also terminate your lease.*

If you do not decide to terminate your lease, you must continue escrowing your rent to the court each month until the problem is fixed. Make sure you **pay the full amount on time or early.**

# TENANTS' UNION

Tenants have the right to form a tenants' union to work together to solve problems. Tenants can join together to give the landlord notice of needed repairs. If necessary, they can all escrow rent.

# REPORTING VIOLATIONS

A tenant has the right to notify the building, housing, or health department of violations of any building or health codes. Tenants have the right to request an inspection.

# SUING

A tenant has the right to sue for damages suffered. (For example, your landlord fails to repair the roof and your furniture is ruined by rain.)

Tenants must have proof of the damages to convince a judge or jury. Take pictures. Ask a witness to inspect the rental unit. The best witness is a neutral party, not a relative or close friend.

Use an inspection report to prove violations of the landlord's duties.



If you have a lease, your landlord has agreed to rent to you, and you have agreed to stay, until your lease ends.

You might be able to **get out of your lease** for a few reasons:

- If you have been called up to active duty
- If you are fleeing a domestic violence situation
- If you gave written notice to your landlord to fix a problem and they did not (see the “What to do about a problem with your rental” section of this booklet)
- If you are able to work out a written agreement with your landlord

## SUBLETTING

You may be able to work out a deal with your landlord to sublet your apartment, which means you can **bring in a new tenant and you can move out**. It's important to know that if this new tenant doesn't pay their rent on time or misses a payment, your landlord can still require you to pay the missed payment.



If you do not have a lease, your landlord can end your rental agreement and **ask you to leave at any time**. They must give you advanced notice, including:

- If you pay rent monthly, your notice must be 30 days before they want you out
- If you pay weekly, your notice may be as short as 7 days before they want you out

## LEAVING

If you have a written lease, you should read it carefully to understand what to do at the end of it. You may need to:

- Give a written 30-day notice before you intend to move out, even if it's at the end of your lease
- Sign a new lease or become a month-to-month tenant, if you want to stay

Be sure to **keep copies of any of this paperwork** for your records.

If you do not have a written lease, give your landlord advanced notice, including:

- If you pay rent monthly, your notice must be 30 days before your last rent payment

- If you pay weekly, your notice may be as short as 7 days before your last rent payment

If you do not give proper notice, your landlord might keep part or all of your security deposit.



# SECURITY DEPOSITS

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A security deposit is money your landlord asks for upfront when you move into a rental unit. Your landlord may request a security deposit of any amount.

## When you move in

Your security deposit helps your landlord make sure your rental is well maintained during the time you live there. There are certain things you can do before you move in that can help ensure you get your deposit back when you leave.

First, inspect the apartment. Bring someone with you who can be a witness. If possible, have your landlord attend with you, too. **Make a written list** of anything wrong with the apartment and **take pictures**.

Next, give a copy of your written list to your landlord and include a written request of anything you want fixed. Ask your landlord to sign that document, and keep a copy in your files.

If your security deposit is more than one month's rent and your landlord keeps it for more than six months, they must pay interest on the extra amount.



## When you move out

As long as you keep your rental in good condition, you should be entitled to receive your security deposit back when you move out. Keep in mind that if you owe any rent, or if there were damages to your unit that need repaired, your landlord has the right to deduct that amount from the deposit. There are a couple things you can do to help this process go smoothly.

First, make sure the unit is clean. Remove all your property, sweep, dust, and clean appliances such as ovens and refrigerators. **Leave your unit in “move-in” condition.**

Next, inspect the apartment again. Bring someone with you who can be a witness. If possible, have your landlord attend with you, too. **Take a lot of pictures of every room in the rental right before you leave for the last time.**

Finally, return the keys to your landlord and ask for a receipt for the keys. Give them, in writing, your new address or any other address where you can receive mail, and ask them for a copy of this notice. They are required to return your security deposit to you **within 30 days.**

If you are not satisfied with the amount they return to you, **you have the right to sue them** to return your deposit. The amount of money you sue for depends on how much you think they improperly kept. You have the right to sue for double the amount of the security deposit that was improperly kept. You will need evidence to win this case in court. Make sure you have:

- A receipt showing the deposit was paid
- Receipts for all rent payments to show that no rent is owed
- A copy of your notice to the landlord regarding your new mailing address
- Pictures and witnesses to testify to the conditions of the property for both when you moved in and when you moved out
- If you sue your landlord, they can counter-sue you for rent you may owe or damages to the property. Be prepared, if you sue them, for them to sue you back.

# EVICTIION

Having an eviction on your record makes it harder to find another rental unit. Here's what you need to know.

**Your landlord can evict you at any time** for the following reasons:

- You do not pay rent when it is due
- You stay in the unit after the lease has ended, without paying rent
- They give you a 30-day notice to move, and you stay past the deadline
- They give you a notice to correct a health and safety condition in the unit, and you do not correct the problem within 30 days
- You violate a reasonable term of the lease
- You violate a legal obligation (see the “Your Responsibilities as a Tenant” section of this booklet)

To properly evict you, your landlord must give you a Notice to Leave the Premises (also known as a three-day notice), which tells you to move, usually in three days. (Note: You do not have to move out in three days.) On the fourth day, they can file an eviction in court.

You will receive papers from the court. They will be called a Summons and a Complaint. These documents “summon” you to appear in court and list the reasons why your landlord wants to evict you.

The court will schedule a hearing, sometimes as soon as seven days after you receive the Summons and Complaint. At this hearing, both you and your landlord will have the chance to present your case to a judge or magistrate.

**If your landlord wins, you will have to move.** Usually, you will have three to ten days to move, but some courts give as little as one day. You can ask for more time if needed. The court usually lets your landlord decide if they want to give you more time.

If you do not move out of the property on time, the court can legally move you and your possessions into the street. (Note: Your landlord should not move you out without a court order and court personnel and/or a sheriff supervising. If your landlord moves you out themselves, with no court personnel and/or prior to the date and time of the set out, it is against the law. If they do, contact an attorney.)

You should **take the following steps**:

1. Once you receive your three-day notice from your landlord, you should read it carefully to see if you agree or disagree with their reasons for wanting you to leave.
2. If you agree with your landlord, you should immediately start looking for a new place to live. At a minimum, find a place to store your possessions while continuing to look for a new place to live.

*Note: You can avoid an eviction on your record if you move before the hearing. If you leave before the three days are up, your landlord should not file an eviction against you.*

3. If you disagree with your landlord, or if you agree with them but think they have violated their obligations to you, you should contact a private attorney or Legal Aid as soon as possible.
4. If you think there is a chance your landlord may let you stay, you can ask them. Be sure to get any agreement in writing and signed by your landlord, or else they can still evict you.
5. Read the Complaint carefully and look for a second cause, which may mean your landlord wants you to pay rent that you owe. If there is a second cause listed, you must file a written answer with the court within 28 days.
6. Attend the hearing, even if you already have moved out. If you don't go, the court may grant the eviction even though you already have moved out.

## WHAT IS/ISN'T A DEFENSE AGAINST AN EVICTION

- You offered your rent when due, but it was refused
- You paid part of the rent, which your landlord accepted
- You paid this month's rent, although you still owe for a previous month
- Your landlord is trying to evict you because you exercised your rights
- Your landlord did not give you the required three-day notice
- You don't have enough money to pay rent (unless you live in public or subsidized housing)

# HOUSING ASSISTANCE PROGRAMS

There are programs that exist to help low-income renters find affordable housing.

## Subsidized Housing

If you live in a Metropolitan Housing Authority unit, rent through the Section 8 program, or live in other government subsidized housing, you have all the same rights as other tenants plus additional rights, too, including a grievance procedure. Grievances allow you to challenge actions by the housing authority. You can file grievances about any problem - bad maintenance, improper charges for damages that are not your fault, even eviction.

## Fair Housing Law

By law, you cannot be denied housing by a landlord because of race, color, religion, sex, gender identity, sexual orientation, ancestry, national origin, familial status (i.e., if you have kids or are pregnant), disability, or military status.

Watch out for signs that you're being discriminated against, including:

- You are told a rental unit is not available when it really is
- You are offered different rental terms or conditions than someone else
- You are being steered to rent in a particular neighborhood based on your race, color, religion, sex, national origin, or other reasons mentioned above

If you believe you have experienced discrimination, call the Ohio Civil Rights Commission, a lawyer, or your local fair housing office.





## OTHER RESOURCES

There are various places to turn to for help when considering a rental unit or if you run into problems with your unit or your landlord.

**Lawyers:** Lawyers can advise you about your rights. You may not need a lawyer unless you go to court. If you cannot afford a lawyer, you may qualify for free help from Legal Aid.

**Social Service Agencies:** Many local organizations can either help you directly or point you in the right direction if you have questions about your housing. Try contacting your local urban league or fair housing office.

**Emergency Assistance:** If you need help moving immediately, contact your local department of job and family services or community action agency. Call 211 or your local information and referral agency.

**Building Inspector or Health Department:** You can request an inspection by your local housing inspector or health department. An inspection report can be good evidence to present in court.

**Tenant Union:** If your building does not have a tenants' union, there may be one for the city where you live. You can also start one.

# GLOSSARY OF TERMS

**Complaint:** The very first formal action taken to officially start a lawsuit. It is a written document that tells who is claiming what, and what they want to get out of the lawsuit. It is usually accompanied by a summons, telling you when and where you must appear for your court hearing.

**Escrow (Rent):** A process a tenant can take to try to force their landlord to fix a problem with their rental unit. When you escrow rent, you pay it to the court, instead of the landlord, until the problem is fixed.

**Eviction:** A legal action that forces a tenant to leave a rental property. You can be evicted for several reasons, including failure to pay rent. There are also many things you cannot be evicted for, including reporting a problem to inspection authorities.

**Fair Housing:** A law that protects against discrimination of rent based on race, color, religion, sex, ancestry, national origin, familial status (i.e., if you have kids or are pregnant), disability, or military status.

**Grievance:** A process tenants can take to appeal bad conditions, damages, or even eviction from subsidized housing.

**Housing Authority:** The local group that oversees public housing and Section 8 vouchers in a community.

**Landlord:** Someone who owns property and rents it to other people (renter/tenant).

**Lease:** An agreement that defines the relationship between a landlord and tenant (renter).

**Second Cause:** The second part of an eviction lawsuit. For example, a tenant may receive an eviction notice with a second cause that asks them to pay unpaid rent or pay to fix damages to the property.

**Section 8:** A law that provides vouchers to low-income renters to pay for housing. Landlords must agree to take these vouchers in order for them to apply.

**Security Deposit:** Money a landlord asks for before you move in to cover any potential damages to the property. As long as you keep your unit in good condition, you are entitled to receive your security deposit back when you move out.

**Sublet:** When you are a tenant to a landlord, but you move out and let someone else move in and pay rent during the course of your lease. Your landlord must agree to this before you do it.

**Summons:** A legal document requiring you to appear in court on a legal matter. It usually accompanies a complaint that details what legal action is being taken.

**Subsidized Housing:** A type of housing where rent is lower than other rentals. It can include public housing, Section 8 vouchers, project-based complexes, and more.

**Tenant:** Someone who rents property that's owned by another person (landlord).

**Three-Day Notice:** A notice from your landlord telling you to move out, usually in three days. This is the first step in the eviction process.

**Voucher:** A program that pays for a portion of your rent. You must qualify as someone who is low-income.





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