

Under the Ohio Landlord-Tenant Law

(Ohio Revised Code 5321.07[A]), you have the right to withhold payment of rent to the landlord under the following circumstances:

1. If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04.
2. If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
3. If the conditions of the premises are such that the tenant reasonably believes that the landlord has failed to fulfill any obligation as required by law.
4. If a government agency has found that the premises are not in compliance with building, housing, health, or safety codes which apply to any condition of the residential premises that could materially affect the health and/or safety of an occupant.

If you need legal assistance, you may call:

Southeastern Ohio Legal Services

1-800-686-3669 or

Email: plee@oslsa.org

FAIR HOUSING IS MORE THAN JUST A GOOD IDEA - IT'S THE LAW!

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined, disability as defined, or national origin:

- In the sale or rental of housing or residential lots;
- In advertising the sale or rental of housing;
- In the financing or insuring of housing; or
- In the provision of real estate brokerage services.

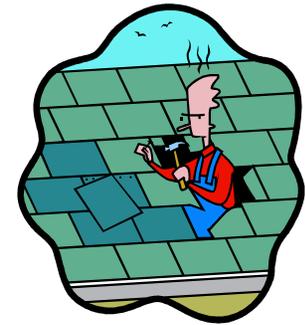
If you have any questions about the information in this brochure, or feel that you have experienced discrimination in renting or buying housing, you can contact:

Washington County Fair Housing
Michelle Hyer
1400 Pike Street, Marietta, OH 45750
Phone: (740) 374-9436
Ohio Civil Rights Commission
1-888-278-7101 or www.crc.ohio.gov



REPAIRS TO RENTALS

How to Request Repairs and What to do if repairs are not made



Washington County Fair Housing
1400 Pike Street
Marietta, OH 45750
(740) 374-9436

How to Request Repairs

A letter outlining the needed repairs must first be sent to the landlord. A reasonable time period, defined as 30 days unless the condition is threatening the tenant's health, should be stated in the letter. Include photographs of the problem areas, if possible. This letter should be sent by certified mail, return receipt requested. You should keep a copy of the letter for your records.

Example Letter:

Date

Landlord's Name & Address

Dear (landlord),

This letter is being sent to you according to the Ohio Revised Code directing the responsibilities of a landlord, section 5321.04(A). Please make the following repairs to my unit at (address) _____ within 30 days:

- 1) _____
- 2) _____
- 3) _____

If the repairs are not made by (date in 30 days) I will deposit my rent payments with the Clerk of Courts office.

Please contact me as soon as possible to discuss when you will make these repairs.

Respectfully,

(Your name printed, then signed.)

Phone Number(s).

What to do if Repairs are

Not Made

If the landlord does not make the repairs as requested, the tenant may do one of the following:

1. Put Rent Payments In Escrow with the Clerk of Courts office. To do this, your rent must be current when you deposit it. You must give the court a copy of the letter sent to the landlord asking for the repairs, along with the return receipt showing that the landlord received the letter.
2. Ask the court to Order the Landlord to Make the Repairs. The tenant may ask that the rent be reduced until the repairs are made or that rent paid into the escrow account be released to make the necessary repairs.
3. With the court's approval you can also Terminate the Rental Agreement and Move with no penalty if the landlord fails to remedy the situation. Proper notice must be given (see example of letter given)

PLEASE NOTE:

These actions cannot be taken against a landlord who owns three or fewer units AND who informed the tenant of this fact in writing at the time of occupancy.

Example Letter:

This letter can be used when a tenant wants to move, rather than escrow rent or have the courts order the repairs.

Date

Landlord's Name & Address

Dear (landlord),

I sent you a letter on (date) asking you to make repairs to my unit. I asked that you make these repairs by (date), and, as of today, these items remain uncorrected. Under the Ohio Landlord-Tenant Law (Ohio Revised Code 5321.07(B)(3)), I have the right to terminate our rental agreement if I have given you written notice of the needed repairs and you have failed to remedy them within a reasonable time period (defined as no more than 30 days). Because you have not made the repairs, on (date you will move), I am moving out of the premises located at:

(full address of unit)

Please send my security deposit of \$____ to me at the following address:

(address where your mail can be sent)

Respectfully,

(Your name printed, then signed.)

Phone Number(s).