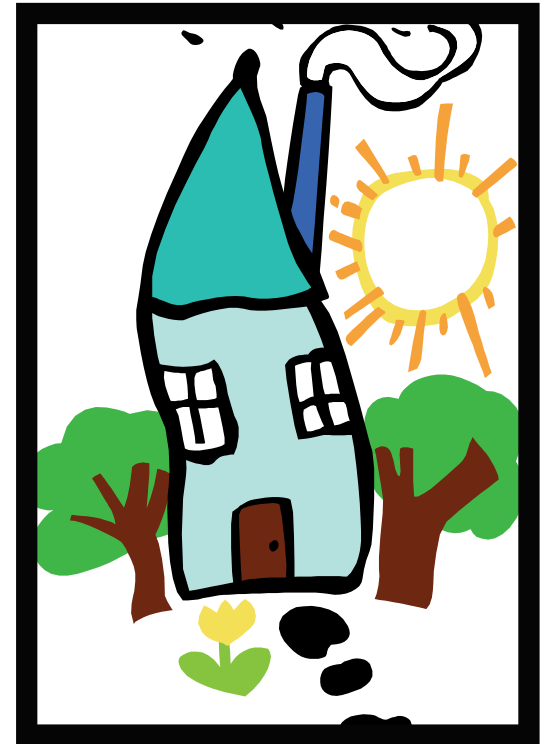


# TENANT-LANDLORD GUIDE

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VINTON COUNTY  
FAIR HOUSING  
OFFICE

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740-596-3529

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## NOTES

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### **EQUAL OPPORTUNITY IN HOUSING**

This Tenant Landlord Guide was published and paid for by the Vinton County Fair Housing Office.

**740-596-3529**

## PROTESTING RETALIATION

*This letter should be used when a tenant feels that the landlord is retaliating because the tenant has complained about conditions in the rental unit.*

Date:  
Landlord's name:  
Address:

Dear \_\_\_\_\_:

The Ohio Landlord-Tenant Law provides that a landlord may not increase rent, decrease services, threaten to bring an eviction or evict a tenant because the tenant has complained to the landlord about the conditions in a rental unit; complained to an appropriate government agency about a code violation; or joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

Since I have recently engaged in protected activity, I believe your action of:

\_\_\_\_\_  
\_\_\_\_\_

is retaliatory.

I hope that this letter will end the matter. However, I want you to know that I will take whatever action is necessary to defend my rights. The law provides for actual damages together with attorney's fees if there is a violation of the above section of law.

Respectfully,

Tenant's name, address, telephone number

# TABLE OF CONTENTS

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ACKNOWLEDGEMENT .....	4
INTRODUCTION .....	5
FAIR HOUSING RIGHTS .....	6
RENTING .....	7
LEASING .....	8
THE LEASE .....	8
RENT .....	9
WHAT THE LAW REQUIRES-LANDLORD.....	11
WHAT THE TENANT CAN DO.....	11
WHAT LANDLORD CANNOT DO .....	13
WHAT LAW REQUIRES-TENANT.....	14
MOVING OUT.....	15
SECURITY DEPOSITS .....	16
TENANT'S RIGHT TO SUE .....	17
THE EVICTION PROCESS.....	18
DEPARTMENT OF HUMAN SERVICES.....	21
PUBLIC HOUSING PROGRAMS .....	21
APARTMENT CHECKLIST .....	22
WHO CAN HELP.....	24
FORMS FOR TENANTS AND LANDLORDS .....	25
NOTES.....	35

# ACKNOWLEDGEMENT

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This Tenant and Landlord Guide is based on the *Ohio Revised Code Chapter 5321-Landlords and Tenants* and the book *Ohio Landlord-Tenant Law*, written by Frederick White, Associate Professor of Law at Cleveland Marshall College of Law.

Tenants and landlords should have a basic understanding of the Ohio Landlord-Tenant Law. The information and materials contained in this guide are designed to inform both landlords and tenants of **SOME** of their rights and responsibilities under the *Ohio Revised Code, Chapter 5321, Landlords and Tenants*. This guide is **not** intended to be a **definite statement of the law**. Hopefully, tenants and landlords can use this guide as a **self-help mechanism** for simple day-to-day problems. However, should the situation warrant extensive information or **legal advice**, **please contact an attorney or an agency** (see WHO CAN HELP on page 22 ).

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Special thanks to Judge Jeffrey Simmons, Vinton County Court of Common Pleas, for reviewing the content for accuracy.

## ILLEGAL ENTRY TO PREMISES BY LANDLORD

*This letter can be used by a tenant to notify a landlord who has made an illegal entry upon the leased premises, that such entry is not acceptable, and that the tenant feels the landlord is abusing the right of access.*

Date:  
Landlord's name:  
Address:

Dear \_\_\_\_\_:

I would like to clarify the requirement for notice before entering my apartment. According to the Ohio Revised Code 5321.04, you, as the landlord, must give me, as the tenant, reasonable notice of your intent to enter, and may do so only at reasonable times. Twenty-four hour notice is presumed to be reasonable. The law provides that if the landlord makes an entry in violation of this provision, the tenant may recover reasonable damages and obtain injunctive relief, together with attorney's fees.

I will be pleased to arrange with you or any of your staff times for entry into my apartment. Please feel free to contact me to set up such appointments. I hope that you will abide by this request and that we can establish a more effective working relationship.

Respectfully,

Tenant's name, address, telephone number

**NOTICE OF FORWARDING ADDRESS**

*The tenant should provide the landlord with a forwarding or new address within 30 days after termination of the lease or rental agreement, and on or before delivery of possession to the landlord.*

Date:  
Landlord’s name:  
Address:

Dear \_\_\_\_\_:

Please be informed that the forwarding address of the undersigned is:

Tenant’s name: \_\_\_\_\_

Tenant’s new address: \_\_\_\_\_

\_\_\_\_\_

This letter is being sent to you in accordance with ORC 5321.16(B).

Respectfully,

Tenant’s name, address, telephone number

**INTRODUCTION**

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The purpose of this Tenant and Landlord Guide is to provide general information for a basic understanding of landlord and tenant rights and responsibilities. However, sometimes simply knowing your rights will not help solve problems. The law has limits. While it protects a tenant from unfair treatment, it also protects a landlord from unreasonable tenant demands. For example: the law may not necessarily force a landlord to improve a tenant’s housing conditions; and it is the tenant’s responsibility to pay rent when it is due. Therefore, housing conditions not significantly affecting health and safety may not be improved and not having enough money is not normally a legitimate excuse for not paying rent. Landlord and tenant should be prepared to prove their case in court should the landlord/tenant relationship break down.

# FAIR HOUSING RIGHTS

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**FAIR HOUSING IS YOUR RIGHT.** Fair housing is a right protected by federal and state law. Fair housing means you may freely choose a place to live without regard to your race, color, disability, sex, religion, national origin, or familial status (presence of children).

Housing discrimination is rarely blatant. It is often disguised with a handshake and a smile. To help you recognize efforts to deny you housing opportunities, you should watch for the following:

- ◆ You are told the unit you wish to rent is not available when it really is.
- ◆ You are offered different rental terms or conditions than someone else.
- ◆ You are being directed to rent in a particular neighborhood or facility in order to keep people of your particular race, color, religion, sex, national origin, or family status from obtaining a unit in a certain neighborhood or facility.
- ◆ You are told no children are allowed.

The Vinton County Fair Housing Office is here to help you—by answering your housing questions, assisting you in finding the right answers, providing education on your rights and responsibilities, and assisting you in filing a fair housing complaint. The Fair Housing Program offers assistance to everyone and there is no fee for this service. If you believe you have experienced discrimination or unfair treatment, please call:

**740-596-3529**

the occupant.

I will be depositing my rent payments with the court of jurisdiction until the items are repaired.

Respectfully,

Tenant's name, address, and telephone number



## REQUEST FOR RETURN OF SECURITY DEPOSIT

Date:

Landlord's name:

Address:

Dear \_\_\_\_\_:

This letter will serve as my request for the return of my security deposit in the amount of \$\_\_\_\_\_. Please return the deposit to the following address:

\_\_\_\_\_

This letter is being sent to you in accordance with the Ohio Revised Code 5321.16(B) and will serve to notify you that I expect the return of my security deposit. Your failure to return my security deposit to me will cause me to pursue appropriate legal remedies, which may include double damages and reasonable attorney's fees.

Respectfully,

Tenant's name, address, telephone number

**FAILURE TO REMEDY CONDITIONS  
TENANT TO ESCROW RENTAL PAYMENTS**

*This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant will be depositing the rent with the court of jurisdiction in an escrow account. To deposit rent in this manner, the tenant **must** be current in their rent.*

Date:  
Landlord's name:  
Address:

Dear \_\_\_\_\_:

On \_\_\_\_\_, I sent you a letter indicating that the following conditions existed in my apartment and/or common areas:

\_\_\_\_\_  
\_\_\_\_\_

In my letter, I requested that the aforesaid conditions be remedied by \_\_\_\_\_. The items remain uncorrected.

Under the Ohio Landlord Tenant Law [ORC 5321.07(A)], I 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 obligations.
- 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 safety of

# RENTING

Leasing usually requires signing a legal document, which is binding between both the landlord and tenant, for a definite time period (usually six months or one year). Renting is usually a month to month arrangement.

Many tenants never sign a lease. If you do not, that does not mean you do not have most of the same rights as tenants who have leases.

**If you do not have a lease, you should:**

- ◆ Get the name and address of the landlord.
- ◆ Know when and where rent is to be paid.
- ◆ Know the utilities you will pay
- ◆ Know the utilities the landlord will pay.
- ◆ Discuss garbage removal, snow removal, and grass cutting.
- ◆ Have a witness who would testify regarding any oral agreement.

If you see things in the rental unit that need to be repaired, it is a good idea not to move in until the repairs are made. If you cannot wait, but the landlord promises to make the repairs, write your own dated list of repairs to give to the landlord and keep a copy for yourself.

**Be careful if the landlord promises to pay you to make repairs. Make sure that the amount he will pay is definite and his promise is in writing.**

Oral agreements are not recommended, so ask to get all terms and conditions **written down**. Anything that is written will protect you. No one will be able to successfully deny terms and conditions that are in writing.

# LEASING

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## EVERY LEASE SHOULD CONTAIN:

- ◆ Property description
- ◆ Duration of the lease
- ◆ Names of the landlord and tenant
- ◆ Due date for the rent
- ◆ Amount of the rent and any “late charges” associated with late payment of rent
- ◆ Responsibilities associated with late payment of rent
- ◆ Responsibilities for maintenance of the dwelling unit
- ◆ Notice requirements when terminating a lease
- ◆ The landlord’s rules and regulations
- ◆ Tenant’s rights and responsibilities

## BEFORE YOU SIGN A LEASE:

After you have read your lease, clause by clause, and you feel that you are clear about the provisions, tell your landlord about any changes you think are needed.

## THINGS TO WATCH FOR:

- ◆ Sublease provisions?
- ◆ Length of lease?
- ◆ Maintenance responsibilities?
- ◆ Rules and regulations?
- ◆ Security deposit?
- ◆ Utilities included in rent payments?

## FAILURE TO REMEDY CONDITIONS TENANT TO VACATE UNIT

*This letter should be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant wishes to exercise their right to vacate the premises.*

Date:  
Landlord’s name:  
Address:

Dear \_\_\_\_\_:

On \_\_\_\_\_, I sent you a letter indicating that the following conditions existed in my apartment and common areas:

\_\_\_\_\_

In my letter, I requested that the aforesaid conditions be remedied by \_\_\_\_\_. The items remain uncorrected.

Under the Ohio Landlord Tenant Law [ORC 5321.07(B)(3)], I have the right to terminate our rental agreement if I have given you written notice of the aforesaid conditions and you fail to remedy them within a reasonable time. Since you failed to do so, I am moving out of the premises located at \_\_\_\_\_ on \_\_\_\_\_. Please send my security deposit of \$\_\_\_\_\_ to me at the following address:

\_\_\_\_\_

Under the Ohio Landlord-Tenant Law, I am entitled to the return of my security deposit within 30 days of the termination of this agreement.

Respectfully,

Tenant’s name, address, telephone number



**NOTICE TO REMEDY CONDITIONS**



*This letter may be sent to a landlord requesting that repairs be made.*

Date:  
Landlord's name:  
Address:

Dear \_\_\_\_\_:

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, Section 5321.04(A). I am requesting that the following repairs be made to the unit I occupy at \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ County, Ohio:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

Tenant's name, address, telephone number

**PAYING RENT:**

- 1. The most important thing about you as a tenant to your landlord is that you pay rent every month. Even if you have a lease, your landlord usually can force you to move if you do not pay your rent **on time**.
- 2. Make sure you get a **receipt** each time you pay the rent. **Do not** agree to have a receipt sent to you by mail. If you pay by check or money order, keep your cancelled check or your copy of the money order which will prove you paid the rent.

**IMPORTANT WORD TO TENANTS**

**If you have a lease, your rent cannot be changed until the end of the lease. If you do not have a lease, your landlord can raise your rent by any amount he/she wants, if he/she notifies you at least 30 days in advance of the date the rent is due.**

**WITHHOLDING RENT**

As a tenant, the **only time** you do not have to pay rent to your landlord is when you pay it into **escrow with the court**. Otherwise, your landlord will probably be able to force you to leave.

If you believe your landlord has violated any of his/her obligations that **significantly affect health and safety**, you can escrow rent. For example, if necessary repairs have not been made, you should give or mail him/her a written notice of the violations. The notice should be specific and say exactly what the landlord has not done that violates his/her obligations. Make sure that you keep a copy of this notice.



### THREE-DAY EVICTION NOTICE

*This form complies with the requirements of the Ohio Revised Code 1923.04 regarding the required 3-day notice of eviction. Make sure the letter is addressed to each tenant who will be affected by this action.*

If you are afraid your landlord will deny receiving the notice, you should send it to him/her by certified mail, return receipt requested, or give it to him/her in person with a witness present.

If the problem is one that significantly affects health and safety and has not been corrected in 30 days, you are permitted to pay your rent to the court. You must wait the full 30 days before you pay rent to the court. However, for very urgent problems, such as no heat in the winter, you need wait only a reasonable time before you pay rent to the court.

If your rent comes due before the 30 days have expired, pay your landlord. **You must be current** with your rent if you wish to withhold rent through escrow.

The next date rent is due **after** the 30 days have expired, you may pay your rent to the court of jurisdiction in your area. In Vinton County, this is the County Court. Pay the whole amount that is due **on or before** the day the rent is normally due to your landlord. You can continue to pay your rent to the court until the landlord's violation is corrected.

Date:  
Tenant's name:  
Address:

Dear \_\_\_\_\_:

The purpose of this letter is to ask you to LEAVE the premises now in your possession, situated in \_\_\_\_\_, \_\_\_\_\_ County, Ohio, and known as \_\_\_\_\_ together with the lot of land on which these premises are located. You are being asked to leave for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

Your compliance with this notice within \_\_\_ days after its service will prevent any further eviction action against you.

**YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.**

Respectfully,

Landlord's name, address, telephone number

## LANDLORD WISHES TO TERMINATE LEASE



*This form should be used in situations that do not involve a breach of lease where the landlord wishes to terminate the lease/rental agreement. Remember, the time periods used in this letter will depend on whether the lease term is week-to-week or month-to-month.*

Date:

Tenant's name:

Address:

Dear \_\_\_\_\_:

The purpose of this letter is to inform you that your lease is being terminated in accordance with the Ohio Revised Code 5321.17. You have \_\_\_\_ days from the above date to vacate the premises.

Your failure to vacate the premises within the aforesaid time will force me to initiate eviction proceedings in accordance with the state law.

Respectfully,

Landlord's name, address, telephone number

## WHAT THE LAW REQUIRES A LANDLORD TO DO

Whether or not the tenant has a lease, and no matter the kind of housing rented, the landlord has a number of obligations the law says he/she must perform, even if the lease says he/she does not.

The landlord must:

- ◆ Make the house or apartment comply with all building, housing, and health codes which significantly affect health and safety.
- ◆ Make all repairs necessary to make the house or apartment livable.
- ◆ Keep in good working order all electrical, plumbing, heating, and ventilation systems.
- ◆ Supply adequate hot water and heat at all times.
- ◆ Keep hallways and stairways safe and sanitary.
- ◆ Provide garbage cans, if he/she owns four or more units in the same building.
- ◆ Give tenant at least **24 hours notice before he/she enters the rental**. A landlord cannot walk in whenever he/she wants for any reason, except for an emergency, and even if notice is given, he/she must have a legitimate reason to enter.

## WHAT A TENANT CAN DO ABOUT PROBLEMS WITH THE APARTMENT OR HOUSE

- ◆ If the landlord does not comply with his/her obligations, a tenant has the right to give notice of the problem and ask him/her to correct it.

- ◆ Tenants of the same landlord have the right to form a tenant's union. This way they can all work together to help solve their problems. They can all give the landlord notice of repairs that are needed in the building, and if necessary, can all withhold rent. (See WITHHOLDING RENT, page 9)
- ◆ Also, a tenant has the right to notify the building, housing, or health department of suspected violations of local codes. A tenant has the right to **request an inspection** of their house or apartment.
- ◆ A tenant should make sure they have **proof** of the damages so they will be able to convince a judge or jury. Pictures should be taken, and a witness should inspect the apartment (witnesses should not be related to or close friends of the tenant). An inspection report can be used to prove violations of the landlord's obligations.

### **A WORD OF CAUTION TO TENANTS**

If you make repairs to your apartment, your landlord will not be required to pay you for the work you did unless he/she signed a written agreement or you can convince the Court h/she made an oral promise to pay you.

### **BE PREPARED TO PROVE YOUR CASE**

1. Keep all your receipts.
2. Make copies of all notices you receive.
3. Put all agreements in writing and have both tenant and landlord sign them.
4. Witnesses are persons who can testify in court about what they saw or heard. The best witnesses are people who are not relatives and have no financial interest in your case.

### **REQUEST TO ENTER PREMISES**

*A landlord could use this letter in a situation where he/she has been unable to enter a rental unit in order to inspect; make ordinary repairs, decoration, alteration, or improvements; deliver parcels; supply necessary or agreed services; or exhibit the unit to actual or prospective purchasers, tenants, mortgagors, workmen, or contractors.*

Date:  
 Tenant's name:  
 Address

Dear \_\_\_\_\_:

I would like to clarify the requirements for notice before entering your apartment. According to the Ohio Revised Code 5321.04 governing rental properties, as a landlord, I must give you reasonable notice of my intent to enter your apartment and I must enter only at reasonable times. A twenty-four hour notice is presumed to be reasonable notice. I have given you this notice. The law provides that if the tenant unreasonably withholds consent for the landlord to enter the unit, the landlord may recover actual damages and obtain injunctive relief, together with the cost of attorney fees for the proceedings.

I will be pleased to arrange times mutually convenient with you for entry into your apartment. I will be contacting you to set up an appointment. I hope that you will abide by this request, and that we can establish a more effective working relationship.

Respectfully,

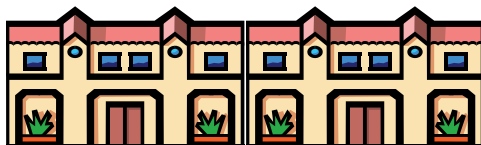
Landlord's name, address, telephone number.

# WHO CAN HELP

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Vinton County Fair Housing Office	596-3529
County Court/Small Claims Court	596-5000
Vinton County Departments:	
Job & Family Services	596-2584
Health	596-5233
Metropolitan Housing Authority	596-5963
Southeastern Ohio Legal Services	
Department of Housing and Urban Development	1-800-686-3669
	1-800-669-9777
TDD	1-800-927-9275
Ohio Civil Rights Commission	1-888-278-7101
TDD	1-614-466-9353



## WHAT THE LAW SAYS A LANDLORD CANNOT DO

There are several things that landlords are **prohibited by law** from doing.

1. A landlord cannot do anything to prevent his tenant from exercising rights that are listed under ***WHAT THE LAW REQUIRES A LANDLORD TO DO***. He/she cannot increase rent, decrease services, bring or even threaten an eviction because a tenant has complained to him or local government about a code violation, or because a tenant has participated in a tenant's union. However, he/she can take any of these actions a reasonable time after a tenant has exercised their rights.
2. A landlord also is not permitted to shut off any utilities, change the locks on an apartment or house, or threaten any of these acts in order to make a tenant move out.
3. A landlord cannot enter an apartment or house whenever he/she wants or repeatedly demand to enter.
4. A landlord is not permitted to remove any personal property from a dwelling without proper court action.

**Even if a tenant is behind on rent, a landlord has no right to do any of the things listed in this section. If he/she does anyway, the tenant should consult an attorney.**

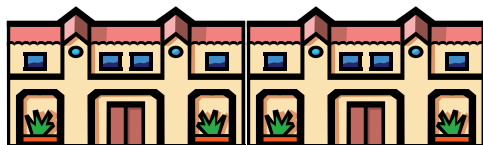
**WHAT THE LAW SAYS THE TENANT MUST DO**

Besides paying your rent on time, you have other legal obligations as a tenant. In general, you must avoid damaging the apartment. Specifically, you must:

- ◆ Keep your apartment or house safe and sanitary.
- ◆ Dispose of trash and garbage in a sanitary way.
- ◆ Keep all appliances the landlord provides in good working order.
- ◆ Keep the electrical and plumbing fixtures clean and use them properly.
- ◆ Not damage the apartment or permit your guests/visitors to do so.
- ◆ Not disturb other tenants.
- ◆ Permit your landlord to enter your apartment **if** he/she makes a reasonable request and gives you 24 hours notice.

You are responsible to your landlord for any damage you cause. Your landlord can take the money out of your security deposit when you move out, and he/she can sue you for additional damages. However, ***you are not responsible for normal wear and tear*** (walls that need routine repainting or plumbing fixtures that need replaced due to long use).

Your landlord can also evict you if you do not perform your obligations. To evict you for violation of one of those obligations, he/she **must** give you written notice of the violation. If you do not remedy the



<b>BEDROOMS</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
DOOR	_____	_____	_____	_____
FLOOR	_____	_____	_____	_____
WALLS	_____	_____	_____	_____
CEILING	_____	_____	_____	_____
WINDOWS	_____	_____	_____	_____
SHADES/CURTAIN RODS	_____	_____	_____	_____
LIGHTS	_____	_____	_____	_____

**UTILITY ROOM/BASEMENT**

FURNACE \_\_\_\_\_

LAUNDRY AREA \_\_\_\_\_

FLOOR DRAIN \_\_\_\_\_

WALLS \_\_\_\_\_

CEILING \_\_\_\_\_

FLOOR \_\_\_\_\_

LIGHTS \_\_\_\_\_

HOT WATER TANK \_\_\_\_\_

**COMMENTS**

**TENANT SIGNATURE:**

\_\_\_\_\_

**LANDLORD SIGNATURE:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

# APARTMENT CHECKLIST

## KITCHEN

STOVE \_\_\_\_\_  
SINK \_\_\_\_\_  
REFRIGERATOR \_\_\_\_\_  
FAUCETS \_\_\_\_\_  
SHADES \_\_\_\_\_  
CABINETS \_\_\_\_\_  
WALLS \_\_\_\_\_  
LIGHTS \_\_\_\_\_  
FLOOR \_\_\_\_\_

## LIVING ROOM

WALLS \_\_\_\_\_  
CEILING \_\_\_\_\_  
LIGHTS \_\_\_\_\_  
SHADES/CURTAIN RODS \_\_\_\_\_  
FLOOR \_\_\_\_\_  
DOORBELL \_\_\_\_\_  
WINDOWS \_\_\_\_\_

## BATHROOM

WALLS \_\_\_\_\_  
CEILING \_\_\_\_\_  
LIGHTS \_\_\_\_\_  
TUB \_\_\_\_\_  
SINK \_\_\_\_\_  
FAUCETS \_\_\_\_\_  
COMMODE \_\_\_\_\_  
MEDICINE CABINET \_\_\_\_\_  
FLOOR \_\_\_\_\_

# MOVING OUT

## WHEN THE TENANT WANTS TO MOVE OUT

**If you have a lease**, you have an agreement to stay in your house or apartment until the lease expires. If you leave before the end of the lease, you may have to pay the landlord some or all of the rent due for the months you are not living there.

You will not pay any rent for periods after you have moved out **only if**:

- ◆ The landlord agrees to let you sublet your apartment **and** the person who takes over the apartment pays the rent on time. If they do not pay, your landlord can require you to pay the months missed.
- ◆ The reason you are moving is because the landlord has broken one of his/her obligations, you gave him 30 days notice to correct the problem and it was not corrected.
- ◆ You work out an agreement with the landlord. Make sure the agreement is in writing.

When your lease ends, you cannot always just walk out. Read your lease. It might require you to give 30 or more days notice to your landlord before you leave. If you want to stay, your landlord may want you to sign a new lease or may make you a month-to-month tenant (a new lease is recommended). Whether you renew your lease or not, to leave you will have to give the same notice as a tenant who never had a lease.

**If you do not have a lease**, you have to give your landlord advance notice. If you pay rent once a month, the notice must be 30 days before your next rent is due, if you pay once a week, the notice can be only 7 days. If you leave without giving full notice, the landlord will be able to keep part of your security



## SECURITY DEPOSITS

A landlord is permitted to request a security deposit of any size he wants. The deposit may be kept by the landlord when the tenant moves out for any **unpaid rent or for damages** done to the apartment. If the landlord keeps the deposit for at least six months, he/she must pay interest on the portion of the deposit which exceeds one month's rent.

**Even before you move in** you can prepare to get your security deposit back. Inspect the apartment or house with someone who can be your witness, and if possible, with the landlord, too. Make a written list of defects and ask the landlord for a written statement that they will be corrected. Take pictures.

**When a tenant moves out**, he/she should make sure the apartment is clean, remove all property, clean ovens and refrigerators, and leave the apartment in the condition a new tenant could be expected to move into. Wear and tear (peeling paint or appliances that break from continuous regular use) **is not** the tenant's responsibility. Anything damaged by the tenant or misused **is** the tenant's responsibility.

Upon moving out the tenant should go through the apartment or house again with a witness (the same one as before, if possible) and the landlord, if possible. Make another list of damages. Take pictures.

**The tenant should return the keys to the landlord and give him/her a new address in writing and keep a copy.**

Within 30 days, the landlord is required to return the deposit or send a written statement explaining in detail why the deposit (or any part of the deposit) is not returned.

## THE DEPARTMENT OF HUMAN SERVICES CAN HELP

The Vinton County Department of Human Services' Prevention, Retention, and Contingency Program may be able to help you if your landlord tries to evict you. Your family may be eligible for up to \$500 in rent assistance. Even if you are not receiving other aid from DHS, but have a low income, you still may be eligible.

If you want to stay in your apartment, as soon as you receive a court-ordered eviction notice, you should go to the Department of Human Services. Your caseworker will talk with your landlord to learn if he/she will permit you to remain if the rent that you owe is paid. If he/she agrees, DHS will send the landlord a check for the rent. You should still go to court the day of your hearing and tell the referee about the agreement.

## PUBLIC HOUSING PROGRAMS

Tenants who live at any Metropolitan Housing Authority projects, who rent through the Section 8 Program or who live in other government subsidized housing have all the same rights as other tenants and additional rights, too.

**In all public housing programs, the landlord may not evict a tenant unless he/she has good cause. That means a landlord may not simply give you 30 days to move. He/she must have a strong reason.**

Tenants in public housing who rent directly from the Housing Authority also have a grievance procedure that permits them to challenge actions by the Housing Authority. Grievances can be filed about **any problem**: bad maintenance, improper charges for damages not your fault, even to challenge an attempt to evict you.



## WHAT YOU AS A TENANT SHOULD DO

If you agree with everything in the landlord's Complaint you should prepare to move within 2 or at most 3 weeks, **unless** you can get the landlord to agree to let you stay. **Get an agreement in writing.** Otherwise, the landlord can accept your offer of rent that is owed, and **still evict you.**

If you agree with the Complaint but you think he has violated some of his obligations, you might be able to prevent the eviction. You have the right to bring a counterclaim for damages the landlord has done to you. If you think you have a counterclaim, you should immediately consult with someone listed in **WHO CAN HELP** (page 22).

If you disagree with the Complaint, you should immediately consult an attorney. There are many possible defenses to an eviction, including:

- ◆ You offered your rent, but it was refused.
- ◆ You paid part of the rent that was due and the landlord accepted it.
- ◆ You paid this month's rent, although you still owe for a previous month.
- ◆ Your landlord is trying to evict you because you exercised one of your rights.
- ◆ Your landlord did not give you the required "Notice to Leave the Premises".

**It is not a legally effective defense if you did not pay rent because you did not have the money.**

## IF YOU ARE EVICTED

If you do not go to court, or if you go to court and lose your case, **you will have to move out of your apartment within a few days.** If you do not move, the landlord could have a bailiff move you and your property onto the street.

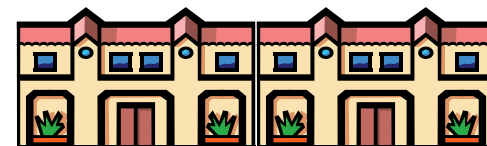
## TENANT'S RIGHT TO SUE THE LANDLORD

If you are not satisfied with the amount the landlord returns, or if he/she does not send anything, you have the right to sue in Small Claims Court. But remember: if any rent was due when you moved, the landlord has the right to deduct that amount from the deposit. You probably should not need an attorney to sue your landlord, but you might want to talk to someone listed in **WHO CAN HELP** (page 22) before you go to court.

The amount of money you sue for depends on how much you think was improperly kept by the landlord. If he/she does not respond at all within the 30 days, you have the right to sue for **double the security deposit.**

To win the case, you will need evidence to convince the Small Claims Court referee. To be prepared, you should have:

- ◆ A receipt showing the deposit was made.
- ◆ Receipts for all rent payments to show no rent was owed.
- ◆ A copy of your notice to your landlord with your new address.
- ◆ Witnesses to testify and pictures of the apartment at the time you moved in and the time you moved out.



# THE EVICTION PROCESS

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**If there is no lease**, a landlord can end a rental agreement by simply giving a tenant 30 days notice to vacate if the tenant pays the rent monthly (or 7 days if the tenant pays weekly).

**If there is a lease**, the tenant can stay until the lease expires, unless the landlord claims a violation of the lease or one of the tenants obligations. At the end of the lease, providing there have been no violations, a tenant can stay on unless the landlord gives 30 days notice to move.

## WHEN THE LANDLORD CAN EVICT

1. If the tenant does not pay rent when due.
2. If tenant stays in the apartment after lease has expired, without paying rent.
3. If the landlord gives 30 day notice to move and tenant stays in the apartment past deadline.
4. If the landlord gave the tenant notice to correct a condition and the tenant does not correct the problem within 30 days.
5. If the tenant violates a reasonable and fair term of their lease.

## WHAT THE LANDLORD MUST DO TO EVICT A TENANT

1. First, the landlord must give the tenant a “Notice to Leave the Premises”. This will tell the tenant to move out, usually in 3 days, or else an eviction action may be started. **The tenant does not have to move out in 3 days.** However, if the tenant agrees with the reason the landlord states for wanting them to leave, they should begin looking for a new apartment. If the tenant thinks they have a good defense

- or disagrees with the landlord’s reasons, then they should consult with one of the people listed under **WHO CAN HELP** (page 22).
2. Anytime later than 3 days after the tenants get the notice, the landlord can go to County Court and begin an **eviction lawsuit**. A hearing will be scheduled in no more than 2 weeks, often less. The tenant will receive a copy of a “Summons in Action for forcible Entry and Detainer” and a Complaint which will give the reasons for the eviction. The hearing may be scheduled as soon as 3 days after the tenant receives the summons. The tenant should consult with someone before they get the summons if they intend to stay.
3. At the hearing, the tenant and the landlord will both be able to present their case to a court referee. If the referee agrees with the landlord that there is a legal reason to evict, the referee will order that the tenant is to be evicted.
4. If the landlord wins the lawsuit, **the tenant will have to move**. Usually the tenant will get a few days. The tenant should ask the referee for at least 10 days. If the tenant needs more than 10 days to find a new place, they can ask the referee for more time; but usually only the landlord can decide to give the tenant more time.
5. If the tenant is not out within the set time, **a bailiff can legally move the tenant and their property into the street.**