

TABLE OF CONTENTS

1. Moving In	3
2. What The Law Says A Landlord Must Do	7
3. What The Law Says A Landlord Cannot Do	9
4. What The Law Says A Tenant Must Do	10
5. What A Tenant Can Do About Problems with A House Or Apartment	13
6. Depositing Rent (Escrow)	14
7. Moving Out: When the Tenant Wants To	16
8. Moving Out: When the Landlord Wants You To	18
9. Security Deposits	24
10. Who Can Help	27
11. Public Housing Programs	30
12. Fair Housing	31
13. Mobile Home Residents	32
14. Numbers To Remember	33

LANDLORD TENANT HANDBOOK

Introduction

This handbook was prepared to generally advise tenants of their rights and duties. However, simply knowing your rights may not be enough. You may need an attorney to help you enforce your rights. The materials presented here have been prepared from sources believed to be accurate and reliable. However, the possibility of human and/or mechanical error does exist. Also, the law does change from time to time so you should not rely on this handbook as the final word. Rather, you should contact the Legal Aid Society of Columbus, a private attorney, or one of the organizations listed herein if you have a legal problem.

Revised February 2004

1. Moving In

Many tenants sign a lease. If you don't, you still have most of the same rights as tenants who have leases.

If you do not have a lease, make sure the landlord gives you his name and address. Make sure you know when and where rent will be paid. Make sure you know which utilities you will pay and which the landlord will pay. If utilities are to be shared with other tenants, make sure of the portion you have to pay. Other things you should discuss with your landlord include garbage removal, snow removal and grass cutting.

If you see things in the apartment that need to be repaired right away, 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 list of all repairs that are needed and give it to the landlord. Always keep a copy of any papers you give the landlord!

Be careful if the landlord promises to pay you or to reduce your rent if you make repairs. Make sure that the amount he will pay or reduce your rent is in writing.

Ask to get all these things in writing. Anything that is written will protect you because the landlord will not be able to deny it.

Oral agreements are not recommended, but if oral agreements are made, try to have a witness who could testify later what was said. It is best if the witness is not a relative or close friend, but someone like a neighbor or a member of a tenant's union. However, if no one else is available, use the relative or friend.

If you have a lease, this is what you would like it to contain at a minimum:

- A property description or address
- Names of the tenant and the landlord and the landlord's address
- Duration of the lease
- Due date for rent and how and where rent should be paid
- Amount of rent and any "late charges" associated with late payments of rent
- Responsibilities for maintenance of the rental unit
- Notice requirements to terminate a lease
- Landlord's rules and regulations
- Tenant's rights and responsibilities

After you have read your lease, clause by clause, and you feel that you understand all the provisions, tell your landlord about any changes you think are needed. Things to look for:

- Sublease provisions
- Length of lease
- Maintenance responsibilities
- Rules and regulations
- Security deposit
- Whether utilities are included in rental payments
- Use of laundry and recreational facilities

While the majority of landlords are fair, there may be some who will take unfair advantage of a renter. Consequently, some leases may contain provisions that are generally forbidden by law. The following are some examples:

- A provision that forces you to agree to accept the blame in any future dispute with your landlord. Such a clause will usually provide that you will pay your landlords legal fees in any court action taken against you.

- A provision giving your landlord the right to retake possession of the premises without first going to court.
- A provision permitting the landlord to take unfair advantage of you, such as requesting and failing to return "security deposits" or "prepaid rent" under false pretenses or without the proper evidence.
- A provision permitting the landlord to take possession of your personal property for non payment of rent.
- A provision freeing the landlord from responsibility for negligence in causing you or your guests any injury.
- A provision permitting retaliation against you by eviction, shutting off the water, padlocking doors and turning off heat for such things as complaints to the proper authorities about housing code violations, trying to organize a tenant union, and making "Do It Yourself" repairs.
- A provision permitting the landlord to force you to continue to pay rent for a dwelling gutted by fire, tornado, or other disaster.

Note: Even though these unlawful clauses may not be binding, you may be forced to go to court to pursue your rights. It is much better to try to remove illegal clauses before signing the lease. A landlord who offers a lease containing illegal clauses and refuses to change them when asked may not be the type of landlord from whom you wish to rent.

In deciding whether to rent to you, a landlord may contact a credit reporting agency to see if other landlords have reported you as a good tenant or say whether you paid your rent and other debts. If you have trouble renting because of a credit report, contact The Legal Aid Society of Columbus at 241-2001 or 1-888-246-4420. You may have a right to challenge your credit report.

2. What the law says a landlord must do

The landlord has a number of obligations the law says he must perform, even if the lease says he does not, or even if there is no written lease.

The Landlord must:

- Make the house or apartment comply with all building, housing and health codes that significantly affect health and safety.