

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.

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

It is against the law to discriminate against any person because of race, color, religion, sex, national origin, handicap, or familial status:

- 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:

Greene County Fair Housing
(937) 562-5350

Ohio Civil Rights Commission
Dayton Regional Office
(937) 285-6500

U.S. Department of Housing & Urban Development
1-800-669-9777

Legal Aid

If you need legal help, you can call:

Legal Aid Line of Western Ohio

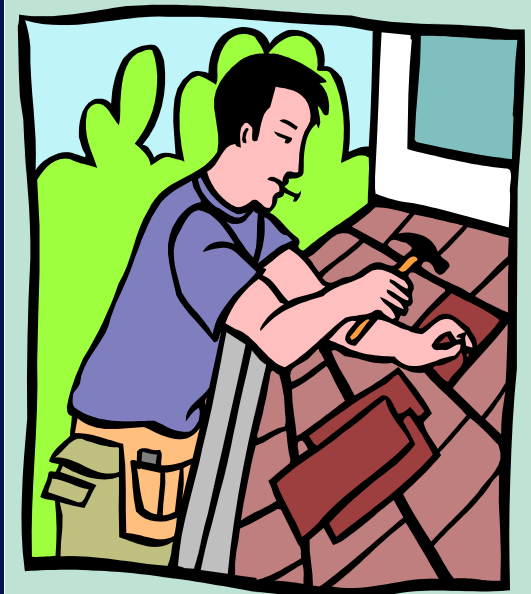
1-888-534-1432
www.legalaidline.org



HOW TO REQUEST REPAIRS TO RENTALS, AND WHAT TO DO IF REPAIRS ARE NOT MADE

How to Request Repairs to Rentals

And what to do if repairs are not made.



Greene County Fair Housing
61 Greene Street
Xenia, OH 45385
937-562-5350

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. Your letter **must** also state what you plan to do if the repairs are not made (for example, that you plan to escrow your rent or that you plan to move). This letter should be sent by **certified mail, return receipt requested**. You should keep a copy of the letter for your records, and a third copy should be kept for the court.

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, you 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**. You may ask that the rent be reduced until the repairs are made, or for the rent paid into the escrow account to 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 does not make the repairs. Proper notice of termination of the agreement must be given (see example letter).



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 make 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).

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.