

REPAIRS TO RENTALS

City of Newark Fair Housing Office
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HOW TO REQUEST REPAIRS AND WHAT TO DO IF REPAIRS ARE NOT MADE

Landlords in Ohio must comply with the Ohio Revised Code Chapter 5321. Landlords have duties to provide necessary repairs, clean and fit housing, and heat and hot water to their tenants. Tenants in Ohio who provide their landlords with written notice of repairs have legal remedies against noncomplying landlords. Tenants may file lawsuits against their landlords or begin escrowing their rent. They may also file code violations with the City of Newark Property Maintenance Department against their landlords for failing to comply with local ordinances.

Notice to Repair

Ohio law requires tenants to provide written notice to their landlords before filing suit or using rent escrow. A tenant's notice must contain a clear statement of what needs to be repaired and provide the landlord with an opportunity to fix the defects. Tenants must give their landlords up to 30 days to repair any problems. For severe problems, landlords have less time, and tenants should state the deadline for repairs in their notice to repair letters. Typically, Ohio courts will allow tenants to provide a shorter time for repairs for serious problems such as broken heaters during the winter.

Limitations

Ohio law does not allow tenants to use a repair and deduct remedy. They may not begin reducing their rent payments until their landlords repair their problems. Instead, a tenant may file a suit against his landlord with the local Clerk of Courts. A tenant may request an order from the local court to require the landlord to make the repair or to allow him to deduct rent until the landlord remedies the problem. Tenants may also use the rent escrow remedy to force their landlords into compliance.

Rent Escrow

Ohio law limits the equitable legal right of rent escrow to tenants who are not delinquent in rental payments. Additionally, tenants who received written notice at the beginning of tenancy that their landlords own fewer than four properties cannot use rent escrow. Rent escrow allows tenants to pay their rent payments with the local clerk's office. Tenants must provide their landlords with at least 30 days' written notice of their intent to begin escrowing their rent. Thus, a tenant who is required to pay rent on the first of each month must provide the notice at least 30 days before the next rent payment is due. The rent escrow remedy requires the tenant to deposit his rent each month with the clerk's office at the same time he would have paid his rent to the landlord.

Considerations

Since state laws can frequently change, do not use this information as a substitute for legal advice. Seek advice through an attorney licensed to practice law in your state.

Process

First, you must send a letter to the landlord outlining the needed repairs. Be sure to retain a copy of this letter for your records. This letter should be mailed **certified, return receipt requested**. Include photographs of problem areas, if possible.

Repairs should be made by the landlord within a reasonable period of time, usually defined as 30 days, unless the condition is threatening the tenant's health – 14 days.

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

- Deposit all rent with the Clerk of Court's for the local municipal court. The tenant **MUST BE CURRENT IN RENT** to use this option. The tenant must have a copy of the letter sent to the landlord outlining the requested repairs, along with proof the letter was sent (return receipt from certified mail).
- Ask the court to order the repairs to be made. 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.
- Terminate the rental agreement with no penalty (after proper notice is given) if the landlord has failed to fulfill his/her responsibilities.

PLEAS NOTE: These actions cannot be taken against a landlord who owns 3 or fewer rental units and who informed the tenant of this fact in writing at the time of occupancy.

NOTICE TO REMEDY CONDITIONS

This letter may be sent to a landlord when requesting repairs to 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 the following repairs be made to the unit I occupy at _____.

1. _____
2. _____
3. _____

I am requesting the aforesaid conditions be remedied by _____ (30 days, 14 if the condition poses a health and safety concern, from above date).

Under the Ohio Landlord-Tenant Law (Ohio Revised Code 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/her by the Ohio Revised Code 5321.04;
2. If the landlord fails to fulfill any obligations imposed on him/her by the rental agreement;
3. If the conditions of the premises are such that the tenant reasonable 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 an occupant.

I will be depositing my rent payments with the Clerk of Courts for the local municipal court if the conditions are not remedied.

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

Respectfully,

Tenant's Name: _____

Address: _____

Phone #: _____

Keep two copies – one for you and one for the court.

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 his/her right to vacate the premises.

Date: _____

Landlord's Name: _____

Address: _____

Dear: _____

On _____ I sent you a letter indicating the following conditions existed in my rental unit and common areas: _____.

In my letter, I requested the aforesaid conditions be remedied by _____. 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 aforesaid conditions and you fail to remedy then within a reasonable time. Since you have failed to do so, I am moving out of the premises located at _____ on _____. Please send me 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 thirty (30) days of the termination of this agreement.

Respectfully,

Tenant's Name: _____

Address: _____

Phone #: _____