

Ohio Health Homes Network Conference 2024

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The Legal Aid of Southeast and Central Ohio

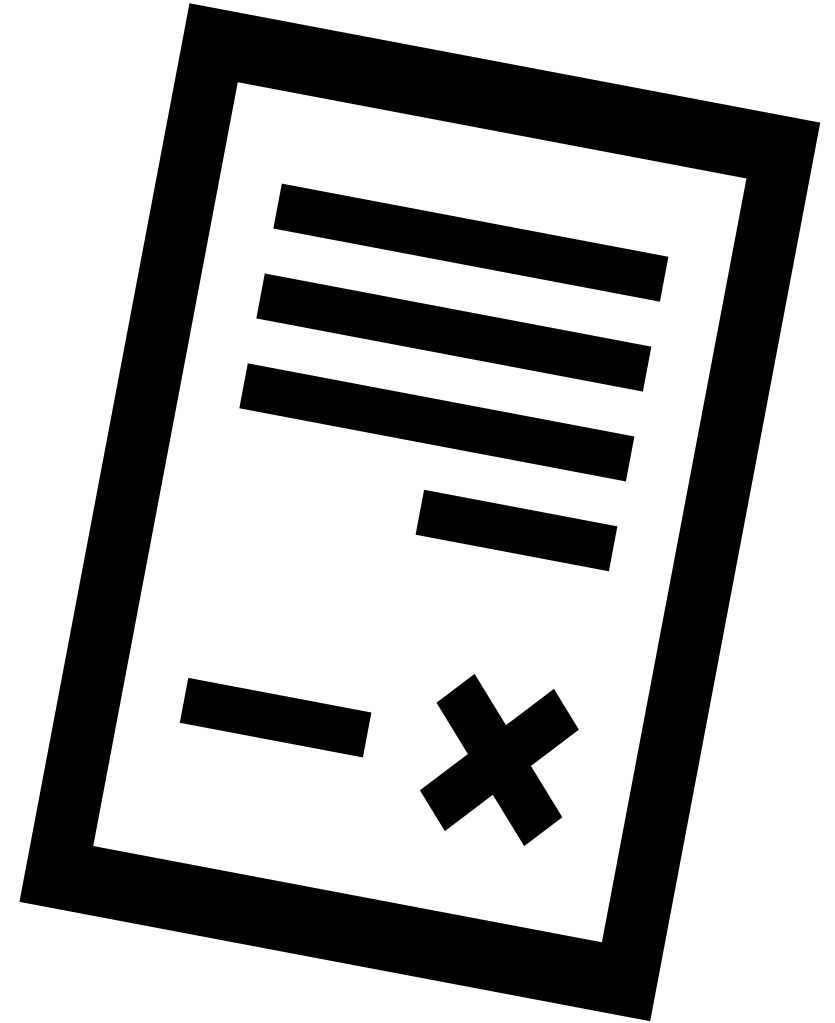
Topics Covered

1. Landlord and Tenant Rights and Obligations
2. Subsidized Housing Rights and Responsibilities
3. Repairs and Rent Escrow
4. Questions?



Important Principle

- Landlord Tenant Relationship is a business relationship
- A lease/rental agreement is a binding legal contract.
- A person should never sign a contract without first reading and understanding its contents



Duties of Landlords and Tenants



Landlord Duties – O.R.C 5321.04

- ❖ Put and keep home in a fit and livable condition
- ❖ Keep all electrical, plumbing, heating, and ventilation systems in good working order
- ❖ Maintain all appliances and equipment provided or required to be supplied by landlord (no duty to provide appliances)

Tenant Duties – O.R.C 5321.05

- ❖ Keep the home safe & sanitary
- ❖ Use electrical and plumbing fixtures correctly
- ❖ Keep the plumbing fixtures as clean as their condition allows
- ❖ Maintain the appliances provided by the landlord in good working order



Duties of Landlords and Tenants

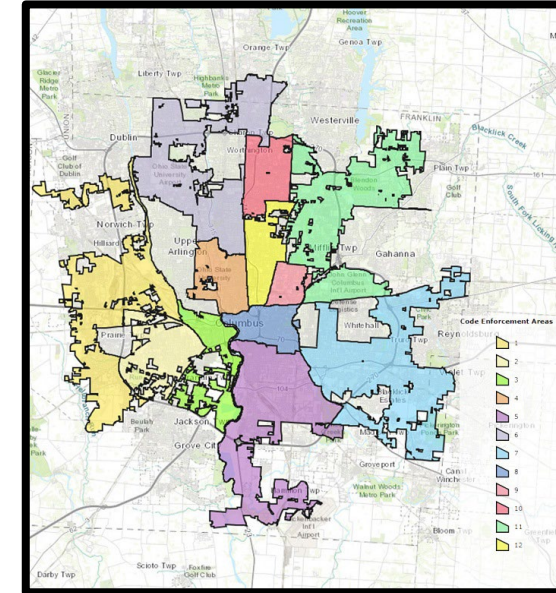
Landlord Duties – O.R.C 5321.04

- ❖ Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential units in the same building
- ❖ Comply with building, housing, health and safety codes



Tenant Duties – O.R.C 5321.05

- ❖ Dispose of trash properly
- ❖ Comply with housing, health, and safety codes that apply to tenants



Duties of Landlords and Tenants

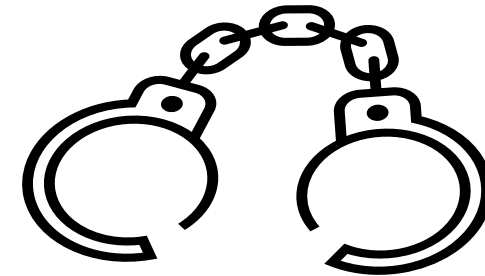
Landlord Duties – O.R.C 5321.04

- ❖ Evict the tenant when the landlord has “**actual knowledge**” of drug activity by:
 - ❖ the tenant
 - ❖ a member of the tenant’s household; or
 - ❖ a guest of the tenant
 - ❖ occurring in or otherwise connected with the tenant’s premises



Tenant Duties – O.R.C 5321.05

- ❖ Do not possess, sell, or use illegal drugs



Duties of Landlord

- Supply running water, reasonable amounts of **hot water and heat**, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up



Duties of Tenant

- Do not damage the unit and keep guests from causing damage
- Do not disturb any neighbors and require guests to do the same



Prohibited in Rental Agreements/ Leases

Prohibited Terms (not permitted/allowed)

- Tenant required to pay landlord's attorney's fees no matter the outcome of a legal dispute
- Force landlord duties onto the tenant
 - Example: Repairs
- Make tenant responsible for landlord's legal mistakes

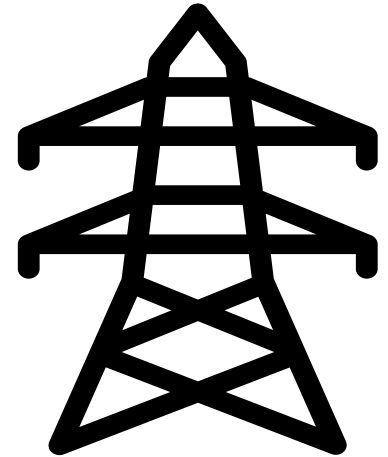
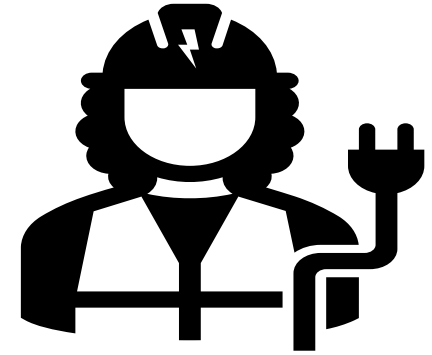


Prohibited Actions

- No self-help evictions

Changing the locks of the unit
without being granted an
eviction

- Utility shut-offs
- Charging “pet fees” for covered emotional support or service animals



Lease term that is “bad”

Unconscionable (unfair, illegal) terms

- A court may rule to **cancel** an entire rental agreement

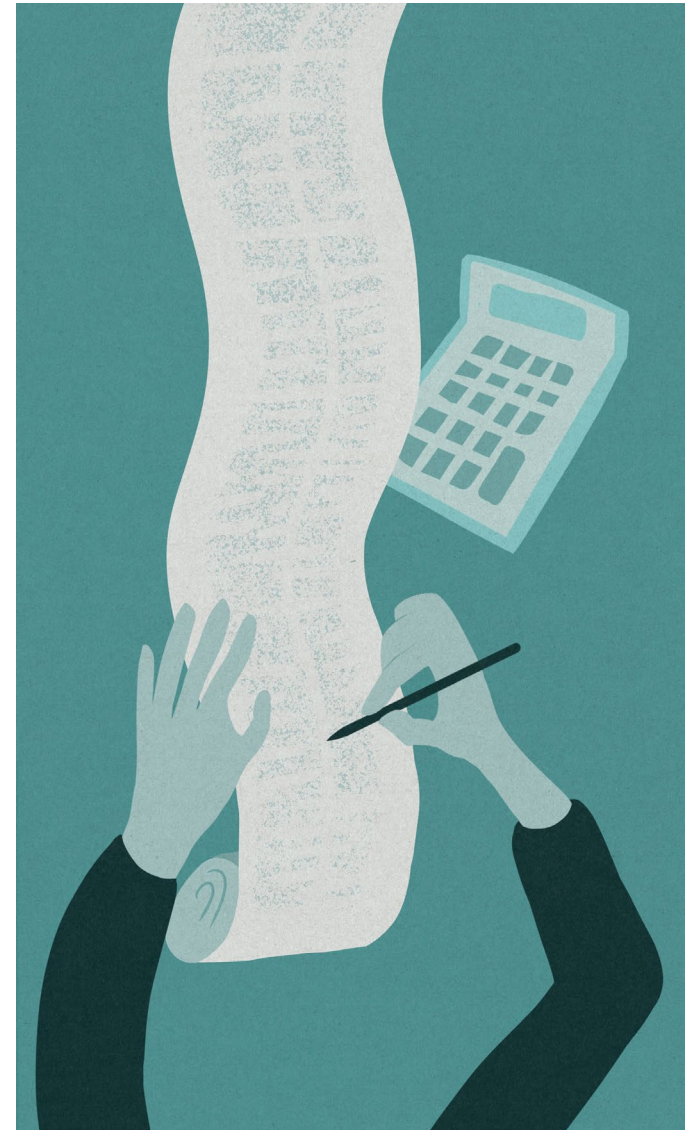
-OR-

- A court may **choose to cancel** only the unconscionable clause
- There is no definition of “unconscionable”
- Often used to attack unreasonable late fees (but reasonable late fees are OK)



Quick Tips for Tenants

- **Get receipts for everything paid**
- **Get all agreements outside lease in writing**
 - Work for rent/ Work Equity Arrangements
 - Rental Compensation/ Reduction
- **Keep notes of conversations with landlord, including dates and topics**
- **Take photos of the conditions in the unit**



Subsidized Housing Rights from the National Housing Law Project

Rents

- Income-Based rents
 - Tenants typically pay 30% of adjusted income.
- Tenant can be required to pay a minimum rent of \$25.
- Utility allowances for tenant-paid utilities.

Rents

- Terry Tenant, who rents a project-based Section 8 unit, has a monthly adjusted income of \$1000.
- Terry receives a \$50/month utility allowance.
- What would Terry pay per month?
 - $\$300 - \$50 = \$250$
 - Terry would pay \$250.

Rents

- Owner recertifies tenant income **annually**, except those tenants on fixed incomes.
 - For fixed-income tenants (e.g., SSI), owner recertifies every three years.
 - Owner required to give tenants notice of annual recertification.
- A tenant **can request an interim recertification** from the owner if income decreases or family size increases.
- Owner can require interim recertification in certain cases.
- Tenant is **required to report increase** in income over \$200/ month.

See 24 C.F.R. §§ 5.657 & 5.659, HUD Handbook 4350.3, Ch. 7

Rents

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Terminations & Evictions

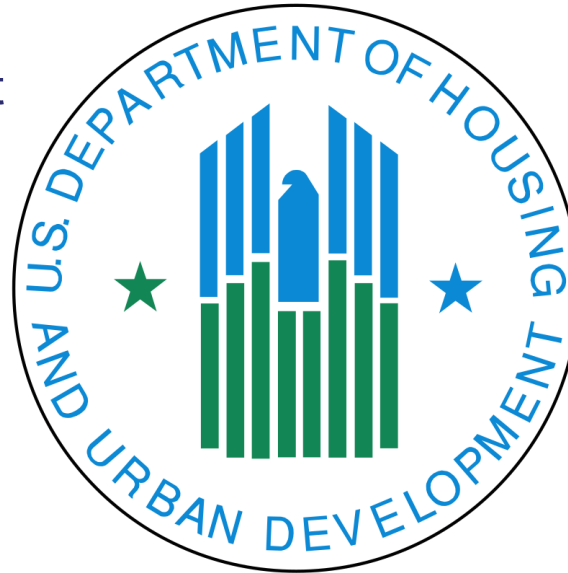
- “Good cause” required, which includes
 - **Material noncompliance with lease**
 - **Material failure to carry out obligations under state landlord-tenant law**
 - **Drug abuse, alcohol abuse, and certain criminal activity**
 - Threats to health/safety/peaceful enjoyment
 - **Other good cause**

See 24 C.F.R. § 247.3 (evictions); HUD Handbook 4350.3, Chapter 8

Terminations & Evictions

VAWA Required Notice

- All Cover Housing Program participants **must** receive:
 - the Violence Against Women Act (VAWA) Notice of Occupancy Rights; and
 - a VAWA Certification Form at specified times.
 - A WEB LINK TO THE FORMS DOES NOT COUNT
- 24 CFR 5.2005(a)(1):



Times You Must Receive Forms

- When the applicant is **denied assistance** or admission under a covered housing program;
- When the individual is **provided assistance** or admission under the covered housing program;
- With any **notification of eviction or notification of termination of assistance**; and
- Either during the **annual recertification or lease renewal process**, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

Process Protections for Evictions

- Notice requirements
 - Length generally governed by state law
 - Content
 - Good cause and relevant facts
 - Prior written notice for “other good cause”
 - Right to meeting and judicial defense
- Informal meeting with management prior to denial/termination.

See 24 C.F.R. Part 247 (evictions), HUD Handbook 4350.3 ¶ 4-9 (admission) and Ch. 8 (terminations)

Right to form a Tenants' Organization

- Tenants have a right to form a "legitimate" tenant's organization
 - **Must meet regularly**
 - **Be independent of management**
 - **Be representative of the residents at the development**
 - **Be democratic**

terminations)

Repairs and Rent Escrow

Repairs and Remedies

How do you get your Landlord to make repairs?

The process, called rent escrow, is laid out in
ORC 5321.07-10.

Repairs and Remedies

If you reasonably believe the landlord has failed to fulfill an obligation under the law or lease, such as making a repair in the apartment:

1. Give a **written** notice (text or email counts) to the landlord about the issue you need fixed.

Repairs and Remedies

2. After the landlord receives the written notice, you must wait a reasonable period of time, no more than 30 days, for the landlord to make repairs. *5 days for emergency violations (no heat, gas leak, etc)

3. Stay current in rent. You cannot be behind in rent if you want to use the escrow process.

terminations)

Repairs and Remedies

4. If the landlord makes the repairs, the process ends.

5. If the landlord does not make the repairs within 30 days, you can either start a rent escrow account with the municipal court or terminate the lease. If you choose escrow, you pay rent to the court each month instead of your landlord.

terminations)

Repairs and Remedies

Calling Columbus Code Enforcement (dial 3-1-1) and asking for an inspection can help support the existence of problems and add another layer of pressure on the landlord to make repairs.

Repairs and Remedy

If you would like more information about the rent escrow process, please visit our website! We have a packet that goes over the escrow process in more detail here:

<https://www.columbuslegalaid.org/wp-content/uploads/2016/10/Rent-Escrow-Guide-6-2016-pdf.pdf>

Retaliation

Typical Retaliation

- Tenant, frustrated by lack of response to requests for repairs or extermination, calls Code Enforcement and requests an inspection.
- Code inspects, issues violation notice to landlord.
- Soon thereafter: Retaliation by Landlord. Goal is to get tenant out of the building prior to re-inspection.
- In January 2019, City Council passed an ordinance strengthening protections against tenants whose landlords file retaliatory evictions

Retaliation

- R.C. 5321.02
- protects a tenant's right to complain to Code, escrow or ask for repairs
- Prohibits landlord retaliation, e.g. raising or refusing rent, evicting because tenant enforced rights, etc.

Retaliation

- **5321.02: If Landlord retaliates:**
 - **Tenant may use the retaliatory action as a defense to an eviction action.**
 - **Tenant may recover possession of the premises.**
 - **Tenant may terminate the rental agreement.**
 - **Tenant may sue landlord for actual damages with reasonable attorney fees**

Retaliation

5321.03: **Exceptions:**

Landlord may not be retaliating if:

- Tenant is behind in rent.*
- Tenant's lease has expired and tenant has become a holdover tenant.*
- Tenant caused the condition problems
- Compliance with Code would require “alteration, remodeling, or demolition of the premises which would effectively deprive the tenant of the use of the dwelling unit”

Retaliation

If you need more detailed advice about your situation or you think you might need representation, please contact us at the Legal Aid Society of Columbus.

To apply for services call: 614-241-2001 or go to <https://onlineintake.oslsa.org/?blsid=112>

**“Access to justice should
be an ever-present goal.”**

**– Maureen O’Connor
Ohio Supreme Court Chief Justice**