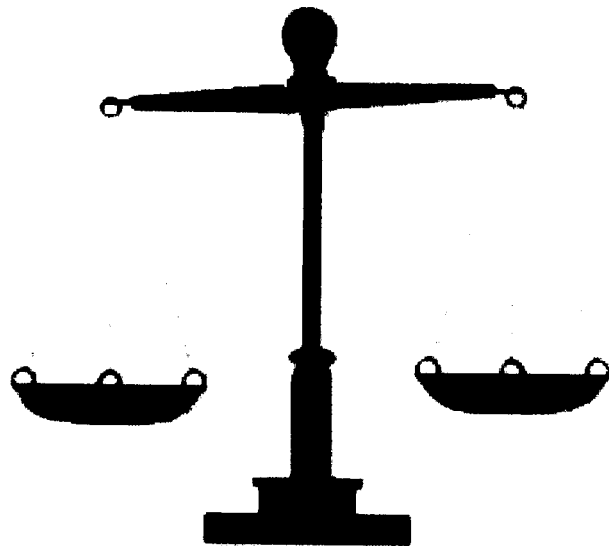


RENT
ESCROW
ETC.



INDEX

Index i
The Law 1
Introduction 2
When Can I Escrow My Rent 3
What Should I Do To Deposit Rent 4
Where Do I Escrow My Rent 6
What Will Happen After I Start Depositing Rent .. 7
Another Remedy 8
What Type of Evidence Do I Need 9
A Word Of Encouragement and Caution 10
Forms and Instructions APPENDIX

THE LAW

**RENT WITHHOLDING AND
OTHER REMEDIES**

5321.07 Notice to remedy conditions; rent withholding; other remedies; exceptions

(A) If a landlord fails to fulfill any obligation imposed upon him by Section 5321.04 of the Revised Code, other than the obligation specified in division (A)(9) of that section, or any obligation imposed upon him by the rental agreement, if the conditions of the residential premises are such that the tenant reasonably believes that a landlord has failed to fulfill any such obligations, or if a governmental agency has found that the premises are not in compliance with building, housing, health, or safety codes that apply to any condition of the premises that could materially affect the health and safety of an occupant, the tenant may give notice in writing to the landlord, specifying the acts, omissions, or code violations that constitute noncompliance. The notice shall be sent to the person or place where rent is normally paid.

(B) If a landlord receives the notice described in division (A) of this section and after receipt of the notice fails to remedy the condition within a reasonable time considering the severity of the condition and time necessary to remedy it, or within thirty days, whichever is sooner, and if the tenant is current in rent payments due under the rental agreement, the tenant may do one of the following:

(1) Deposit all rent that is due and thereafter becomes due the landlord with the clerk of the municipal or county court having jurisdiction in the territory in which the residential premises are located;

(2) Apply to the court for an order directing the landlord to remedy the condition. As part of the application, the tenant may deposit rent pursuant to division (B)(1) of this section, may apply for an order reducing the periodic rent due the landlord until the landlord remedies the condition, and may apply for an order to use the rent deposited to remedy the condition. In any order issued pursuant to this division, the court may require the tenant to deposit rent with the clerk of court as provided in division (B)(1) of this section.

(3) Terminate the rental agreement.

(C) This section does not apply to any landlord who is a party to rental agreements that cover three or fewer dwellings units and who provides notice of that fact in a written rental agreement or, in the case of an oral tenancy, delivers written notice of that fact to the tenant at the time of initial occupancy by the tenant. This section does not apply to any private college and university dormitories.

INTRODUCTION TO OHIO'S RENT ESCROW

The ideal relationship between tenant and landlord is friendly. The tenant makes a verbal request that repairs be made and the landlord responds quickly. In such situations the rent escrow procedure is unnecessary.

Unfortunately, many tenant/landlord relationships are far removed from the ideal. Tenants are required to ask for repairs in writing. Landlords may fail in their obligation to maintain the premises in a fit and habitable condition, making repair only when forced to do so.

The distance between the ideal tenant/landlord relationship and the relationship which exists between you and your landlord is something you and your landlord know best. You must decide whether use of the rent escrow procedure is appropriate. The tenant does not have the right to just quit paying rent.

This pamphlet is for the use of those tenants who live in residential premises such as an apartment or a rented house and who are current in their rent. If your landlord has informed you in writing that he or she rents three (3) or fewer dwelling units, you should not use this pamphlet.

WHEN CAN I ESCROW MY RENT

A tenant has the right to escrow his or her rent under the following circumstances:

- (1) If the landlord fails to fulfill any obligation imposed upon him by the law;
- (2) If the landlord fails to fulfill any obligation imposed upon him by the rental agreement;
- (3) If a governmental 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 the tenants.

Some examples of problems which you might complain of are: insufficient heat, plumbing problems, garbage/rubbish collection facilities, dangerous stairways or steps, windows or doors that are broken or will not lock, furnished appliances that do not work, or any non-compliance by your landlord of the lease requirement.

WHAT SHOULD I DO TO DEPOSIT RENT

You must give your landlord written "Notice to Remedy Conditions." The Notice to Remedy Conditions informs your landlord of what things need to be done. It must be clear and specific. It must have enough detail so that the landlord and the court will be able to understand exactly what you are complaining about. A sample notice is attached to this pamphlet. Keep two (2) copies - one for you and one for the court.

If you pay your rent in person, you may hand deliver the original "Notice to Remedy Conditions" when you pay your rent to your landlord. It is wise to have someone with you who will be willing to tell the Court that you did give the Notice to your landlord. If you pay your rent by mail, or if you would rather not have to face your landlord at the moment you deliver the Notice, you should send it by Certified Mail - Return Receipt Requested. The Post Office clerk will help you fill out the necessary forms, and collect the Certified Mail and Return Receipt charges from you; postage plus these charges come to \$2.29. Several days after mailing the Notice, you will receive the Return Receipt in the mail. Don't lose it. It is your proof that you sent the Notice.

After you give your landlord notice, you must give a reasonable time before you put any rent into escrow. A reasonable time is usually 30 days, but if there is something seriously wrong (for example, no heat in the

winter) you can wait a shorter time. If your landlord has not fixed the problem within a reasonable time, then you must decide whether use of the rent-escrow procedure is appropriate.

At the end of a reasonable time, you have three choices of what you can do. You can start escrowing your rent. You can just move out and not have to pay any more rent. If you elect to move out, you should write your landlord a letter telling him or her your plans. Or, you can ask the court to make your landlord fix your home, or to let you fix your home and deduct the cost from your rent. You should obtain a lawyer if you decide to ask for a court order.

WHERE DO I ESCROW MY RENT

If anything you gave Notice about is still not fixed, you have the right to pay your rent to the Clerk of Court. You should go to the Clerk of Courts' Office in the Municipal Court and tell the Clerk that you want to deposit your rent. Do this on or before the day your rent is due and be sure you have the full amount of your rent with you. You will also have to bring a copy of the notice you sent to your landlord.

The Clerk of Court will give you a form to fill out: "Application by Tenant to Deposit Rent with the Clerk." A form is also provided in this pamphlet. After you have filled out the Application, the Clerk will accept your rent payment and give you a receipt. You must pay the clerk with cash or a money order. Personal checks will not be accepted by the Clerk.

After that, every time your rent is due you should pay it to the Clerk of Court. You will not have to fill out the Application after the first time. Each time you pay the Clerk of Court, you will receive a receipt. Save the receipts. When your landlord finally fixes everything you gave Notice about, you may resume paying your rent in the normal manner. You may also instruct the Clerk of Court to pay all the rent you deposited with the Clerk to your landlord.

Remember: In most circumstances, a tenant must give at least 30 days Notice before escrowing the rent.

WHAT WILL HAPPEN AFTER I START DEPOSITING RENT?

The real purpose of depositing rent is to make your landlord fix your home. Your landlord may ask the court to release your rent from escrow. Your landlord will be required to prove to the court that the money should be released: all you have to show the court is that the repairs have not been made. There are a limited number of reasons that the court will accept as sufficient to justify giving your deposited rent money to your landlord. They are: 1) the problem(s) complained about have been fixed, 2) the tenant did not give the Notice required (STEP 1), 3) the tenant was not current in rent payments when the tenant first deposited rent with the Clerk, 4) the problem complained about was not a violation of the Ohio Tenant-Landlord law, and was not a requirement of the lease, 5) the problem complained about was a result of an act of the tenant, or 6) the tenant acted in bad faith. If the court finds that either 5) or 6) is true, you will be required to pay any damages. If the Court finds that 6) is true, you can be required to pay Court costs and your landlord's attorney's fee.

In Court, you will be given an opportunity to tell your version of why you decided to escrow your rent. You can win; others have; it's not hard. You may call or subpoena witnesses. You may ask questions of anyone who testifies for your landlord to help make the situation clear to the judge. You may represent yourself, though it would be wise to be represented by an attorney.

ANOTHER REMEDY

If your landlord doesn't fix your home after you deposit rent with the Clerk or you think he/she won't fix things without a court order you can also request the court to order the landlord to make needed repairs (and give you a rent discount while you wait for repairs). If you decide to ask the court for just an "order to repair" you may not have to escrow your rent. It will be up to the court to decide that. A copy of an "Application For Rent Abatement And Order To Repair" is provided in the pamphlet.

rentrem.doc/dg

WHAT TYPE OF EVIDENCE DO I NEED?

If any of the problems you have given Notice to your landlord about are easily photographed, it will help if you have a photograph. Pot-holes, broken steps, broken shelves in the refrigerator, overflowing trash containers are examples of what might be photographed. If you want to include the date the photograph was taken, include a copy of the front page of your local newspaper in your photograph. Don't forget to save the newspaper.

Problems which don't photograph well, such as insufficient heat, electric outlets that don't work, no water when you turn on the faucet, are proven with witnesses. Have a friend, eighteen or older, witness the problem.

Both types of problems (photographable and unphotographable) should be reported to an appropriate government agency. If you request an inspection by a government agency such as City-County Health Department, you will be able to obtain a report from them which will be valuable to prove existence of the problem you notified your landlord about.

A WORD OF ENCOURAGEMENT AND CAUTION

It is essential that you follow the instructions "to the letter." Cases can be decided on seemingly minor points. If you end of in court, it would be a shame to lose your case because you filled out a form improperly.

If you are in a situation that this pamphlet does not talk about, or if you run into any problems with depositing rent, or if you get any Court papers, contact a lawyer immediately. If you are low income, contact the nearest Legal Services. For the Ohio counties of Tuscarawas, Carroll, Coshocton and Holmes, you should call 364-7769 (or 1-800-686-3670). For the office in your county look in your telephone yellow pages or call toll free 1-800-589-5888.

**INSTRUCTIONS FOR COMPLETING "NOTICE OF
LANDLORD'S BREACH OF OBLIGATION"**

1. Tenant's Name
2. Tenant's mailing address
3. Date letter is mailed
4. Landlord's name
5. Landlord's address
6. Tenant's street address or location
7. The list of problems that must be corrected.
8. Tenant's signature

rentinst.doc/dg

From: _____

Date Mailed: _____

To: _____

NOTICE OF LANDLORD'S BREACH OF OBLIGATION

This notice is to inform you that as the owner/operator of the dwelling unit located at _____, you have breached your obligations under § 5332.04 of the Ohio Revised Code and/or our rental agreement.

The following conditions must be corrected:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

If you fail to remedy the above conditions within a reasonable time, considering the severity of the conditions, or within thirty (30) days from the date this letter is received, whichever is sooner, I will exercise my rights under O.R.C. §5321.07, which include depositing my rent with the Clerk of Courts, terminating our rental agreement, or asking for a Court Order requiring you to repair the listed conditions.

Sincerely,

**INSTRUCTIONS FOR COMPLETING "APPLICATION BY TENANT
TO DEPOSIT RENT WITH THE CLERK"**

1. The name of the court in which you file the action.
2. Whether the court is a municipal or county court.
(circle the appropriate kind of court)
3. The name of the County in which you live.
4. Tenant's name.
5. Tenant's address.
6. Case Number.
7. Landlord's name.
8. Landlord's address.
9. Tenant's signature.
10. Check which is appropriate.
11. State the amount of rent due each month.
12. Tenant's signature (same as #9).
13. The date this is filed.
14. The name of the court filled in at (#1), (#2),
and (#3).
15. The (deputy) clerk's signature (let the clerk do this).
16. The name and address of the court in which you file
this action.

IN THE _____ MUNICIPAL/COUNTY COURT, _____ COUNTY, OHIO

IN RE: _____ : CASE NO. _____

_____ :
_____ :
TENANT : APPLICATION BY TENANT TO DEPOSIT
_____ : WITH THE CLERK
_____ :
_____ :

IN ACCORDANCE WITH O.R.C. 5321.07(b)(1), I HEREBY DEPOSIT ALL RENT THAT IS DUE WITH THE CLERK OF THE ABOVE NAMED COURT.

(TENANT OF THE PREMISES)

STATEMENT IN SUPPORT OF RENT ESCROW

THE UNDERSIGNED, UNDER PENALTY OF PERJURY, STATES THAT THE FOLLOWING FACTS ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE:

(CHECK ONE)

1. [_____] I GAVE NOTICE TO MY LANDLORD OF THE FAILURE TO FULFILL OBLIGATIONS IMPOSED UPON LANDLORDS BY O.R.C. 5321.04, OR BY THE RENTAL AGREEMENT; OR, A GOVERNMENTAL AGENCY HAS FOUND THAT THE PREMISES ARE NOT IN COMPLIANCE WITH A BUILDING, HOUSING, HEALTH OR SAFETY CODE THAT COULD MATERIALLY AFFECT HEALTH AND SAFETY.

THE LANDLORD FAILED TO RESPOND TO MY NOTICE BY CORRECTING THESE VIOLATIONS WITHIN A REASONABLE TIME.

OR

[_____] THE LANDLORD DID NOT SUPPLY ME IN WRITING WITH THE NAME AND ADDRESS OF THE OWNER OR AGENT, O.R.C. 5321.18.

2. THE LANDLORD HAS NOT SUPPLIED ME WITH A NOTICE IN WRITING STATING THAT HE IS A PARTY TO A RENTAL AGREEMENT WHICH COVERS THREE OR FEWER RENTAL UNITS. O.R.C. 5321.07(C).

3. I AM CURRENT IN MY RENTAL PAYMENTS AND THE RENT NOW DUE IS \$ _____

(TENANT OF THE PREMISES)

(DATE)

CLERK, _____ COURT

BY: _____
DEPUTY CLERK

NOTICE TO LANDLORD

IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND RESPONSIBILITIES AS A LANDLORD, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE. YOU MAY RESPOND TO THIS RENT ESCROW BY FILING A COMPLAINT WITH THE _____ PURSUANT TO O.R.C. 5321.09.

INSTRUCTIONS FOR COMPLETING "APPLICATION FOR RENT ABATEMENT
AND ORDER TO REPAIR"

1. The name of the court in which you file the action.
2. Whether the court is a municipal or county court
(circle the appropriate kind of court).
3. The name of the county in which you live.
4. Tenant's name.
5. Tenant's mailing address.
6. Case number.
7. Tenant's street address.
8. Landlord's name.
9. Tenant's street address (same as #7).
10. Date letter served on landlord.
11. Rent amount.
12. Date on each month the rent is due.
13. Names of the month(s) rent has deposited with court
(only fill this in if you escrowed rent).
14. The most serious conditions problems.
15. Date orders issued against landlord, if any.
16. Date by which landlord should make repairs (the date
will depend on the seriousness of the conditions).
17. Amount by which rent should be reduced each month.
18. Tenant's signature.
19. Tenant's name (same as #4).
20. Tenant's mailing address (same as #5).
21. Landlord's name (same as #8).
22. Landlord's address.
23. The day of the month mailed.
24. The month mailed.
25. The year mailed.
26. Tenant's signature (same as #18).

IN THE WHAT COURT? MUNICIPAL/COUNTY COURT WHAT COUNTY COUNTY, OHIO
(1) (2) (3)

IN RE: (4) Your name : Case No. (6)
(5) Your address :
: APPLICATION FOR RENT
: ABATEMENT AND ORDER
: TO REPAIR
[THIS IS AN EXAMPLE; DO NOT FILE THIS] : [O.R.C. §5321.07]

1. I am a tenant, as described by O.R.C. §5321.01(A) who lives at (7) Your street address.

2. (8) The name of your landlord (hereafter "landlord"), is a landlord, as defined by O.R.C. §5321.01(B) of the residential premises at (9) Your street address.

3. Tenant and landlord are parties to a rental agreement, as defined by O.R.C. §5321.01(D).

4. On or about (10) The date you mailed your notice, I served the attached, notice to my landlord. (A copy of the notice is attached hereto and incorporated herein as Exhibit A.)

5. My rent is in the amount of (11) How much? per month and is due on or before the (12) The date due of the month. The rent due for (13) This month, has been deposited with the Clerk of Court in the instant action.

6. On the date the attached notice was served, my landlord was in violation of the obligations imposed by Ohio Revised Code §5321.04, the actions/omissions constituting such violation are specified in the attached notice and consisting primarily of (14) All the serious problems with the residence.

7. The Department of Buildings and Inspections or the Health issued orders to my landlord to repair the violations listed in the paragraphs above. (A copy of this order is attached hereto and incorporated herein as an Exhibit.) This order was issued on (15) What date?.

8. The landlord has failed to remedy the conditions specified in the attached notice.

WHEREFORE, tenant applies to this Court for orders:

A. Directing the landlord to remedy the conditions specified in the attached notice on or before (16) What date repairs should be made;

B. Reducing the periodic rent due to the landlord to (17) How much? dollars per month until such time as landlord does remedy said conditions;

C. Releasing the rent already deposited to the tenant as an abatement of rent to compensate tenant in part for his/her damages as result of landlord's failure to fulfill her obligations pursuant to O.R.C. §5321.04; and

D. That landlord pay the costs of this action.

Respectfully submitted,

(18) Your signature

Tenant's signature

(19) Your name

(20) Your address

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on (21) The landlord's name; (22) The landlord's address _____ by first class U.S. mail this (23) The day? day of (24) The month _____, 19 (25) The year.

(26) Your signature
Tenant's signature

IN THE _____ MUNICIPAL/COUNTY COURT _____ COUNTY, OHIO

IN RE: _____ : Case No. _____

_____ : **APPLICATION FOR RENT**
_____ : **ABATEMENT AND ORDER**
_____ : **TO REPAIR**
_____ : **[O.R.C. §5321.07]**

1. I am a tenant, as described by O.R.C. §5321.01(A) who lives at _____.

2. _____ (hereafter "landlord"), is a landlord, as defined by O.R.C. §5321.01(B) of the residential premises at _____.

3. Tenant and landlord are parties to a rental agreement, as defined by O.R.C. §5321.01(D).

4. On or about _____, I served the attached, notice to my landlord. (A copy of the notice is attached hereto and incorporated herein as Exhibit A.)

5. My rent is in the amount of _____ per month and is due on or before the _____ of the month. The rent due for _____, has been deposited with the Clerk of Court in the instant action.

6. On the date the attached notice was served, my landlord was in violation of the obligations imposed by Ohio Revised Code §5321.04, the actions/omissions constituting such violation are specified in the attached notice and consisting primarily of _____
_____.

7. The Department of Buildings and Inspections or the Health issued orders to my landlord to repair the violations listed in the paragraphs above. (A copy of this order is attached hereto and incorporated herein as an Exhibit.) This order was issued on _____.

8. The landlord has failed to remedy the conditions specified in the attached notice.

WHEREFORE, tenant applies to this Court for orders:

A. Directing the landlord to remedy the conditions specified in the attached notice on or before _____
_____;

B. Reducing the periodic rent due to the landlord to _____ dollars per month until such time as landlord does remedy said conditions;

C. Releasing the rent already deposited to the tenant as an abatement of rent to compensate tenant in part for his/her damages as result of landlord's failure to fulfill her obligations pursuant to O.R.C. §5321.04; and

D. That landlord pay the costs of this action.

Respectfully submitted,

Tenant's signature

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document
was served on _____
_____ by first class U.S. mail this _____
day of _____, 19_____.

Tenant's signature