

## DID YOU KNOW???

• *It is illegal to discriminate in housing because of a person's race, color, religion, sex, handicap, familial status or national origin.*

• *Tenants must allow the landlord reasonable access to his/her premises.*

• *Landlords must maintain all electrical, plumbing, sanitary, heating, ventilation and air conditioning that he/she supplies to the tenant.*

• *Landlords must supply the tenant with their name and address in writing. If there is a manager on the premises, this information must also be provided, in writing, to the tenant.*

• *Tenants have the right to receive a written notice of the landlord's intent to end the lease/rental agreement.*

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## LANDLORD AND TENANT RIGHTS & RESPONSIBILITIES



**Delaware County Fair Housing**  
101 N. Sandusky Street  
Delaware, Ohio 43015

<https://economicdevelopment.co.delaware.oh.us/>

 Tel: **(740) 833-2113**

## TENANT RESPONSIBILITIES

The tenant has the right to reasonable use and quiet enjoyment of the leased or rented premises, including normal wear and tear. A tenant is obligated to:

- Pay the rent on time.
- Notify the landlord in writing of any repairs that are required that affect health and safety.
- Maintain the premises in a safe and sanitary manner. This includes notifying the landlord when repairs are needed.
- Dispose of garbage in a safe and sanitary manner. Tenants in a structure of less than four (4) rental units can be asked to provide proper trash removal and receptacles. Those located in structures of four (4) or more units must be provided trash services by the landlord.
- Use and operate all electrical and plumbing fixtures properly. Keep plumbing fixtures clean and sanitary.
- Comply with applicable housing, health and safety codes.
- Refrain from destroying, defacing, damaging or removing any fixture, appliance or other parts of the premises.
- Maintain appliances supplied by the landlord as listed in the terms of the rental agreement.
- Preserve other tenants' peaceful enjoyment of the premises.
- Allow the landlord reasonable access to the premises.

Information obtained from the Ohio Revised Code, Section 5321

## RIGHTS OF THE LANDLORD

- **Expect and receive the rent payment on time as stated in the lease agreement.**
- **To end the rental agreement/lease with sufficient notice. Sufficient notice is defined as the length of time the lease is based upon (i.e. a month-to-month lease would require a 30-day notice; a week-to-week lease would require a 7-day notice).**
- **The landlord may evict a tenant for one or more of the following reasons:**
  - a. **Non-payment of rent**
  - b. **Illegal drug use or activity**
  - c. **Expiration of the lease**
  - d. **Failure of the tenant to perform his duties as defined within the lease agreement**
  - e. **Property must be vacated to bring the premises up to health, housing and safety codes**

## A Landlord Should...

- **Insist on a signed, written lease agreement.**
- **Maintain the property and keep up to date with health, housing**

**and safety codes.**

- Treat all tenants equally.

## A Landlord Should Not...

- Allow a tenant to establish a pattern of paying the rent late.
- Discriminate against any persons based on race, color, religion, sex, national origin, ancestry, disability or familial status.

## RIGHTS OF THE TENANT

- Organize and join a tenants' group to bargain with the landlord in all aspects of rental agreements.
- Know the name and address of the property owner and the authorized agent of the landlord (building manager).
- Ask the landlord or agent to comply with his/her obligations as outlined in the rental agreement and according to state and federal law.
- Make a complaint to government agencies about alleged violations of housing, health or safety codes by the landlord.
- Receive a three (3) day written notice of the landlord's intended eviction proceedings.
- Receive service of summons and complaint from court at least five (5) days prior to an eviction court hearing.
- Receive a written notice of the landlord's intent to end the lease/rental agreement at least 30 days prior to the rent being due for month-to-month rent payments or seven (7) days for week-to-week rent payments.