

# Cincinnati Tenants' Guide

The information in this guide applies specifically to rental housing within the City of Cincinnati. Some of the legal rules discussed below do not apply outside the City of Cincinnati.

## Rent & Utility Assistance



### FIND SUPPORT

**United Way 211 Helpline** call 211, (513) 721-7900 or text 211CARES to 51555

## General Tenant & Landlord Legal Information



### FIND SUPPORT

**Hamilton County Municipal Court Help Center** call (513) 946 5650



## Repairs & Conditions

**Your housing provider is required to make all repairs necessary to put and keep your building in habitable (good) condition, including:**

- Maintaining in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by landlord.
- Exterminate any insects, rodents, or other pests on the premises.
- Supply running water, reasonable amounts of hot water and reasonable heat at all times.

Your housing provider has a duty to **conduct repairs even if you have complained or taken legal action.** See Section below for more information about rent escrow.



### FIND SUPPORT

**The City of Cincinnati** call 311, (513) 765-1212 or visit 311cincy.com



## Rent Escrow

If you reasonably believe your housing provider failed to keep the property in habitable (good) condition or meet their other duties under Ohio law, **you can withhold your rent by paying it into escrow.** You can also do this when the building or health inspector has determined that your housing provider violated health, safety, or building codes that affect health and safety.

You cannot put rent into escrow if **you are behind in your rent** or your housing provider **1) owns three or fewer units and 2) gives you written notice that they only own three or fewer units** when you first move in.

Escrow checklist:

- ✓ **Provide a written notice to you your housing provider where you would normally pay rent identifying all the issues.** The notice must be in writing and from you, not a 3rd party.
- ✓ **Wait thirty (30) days** or a reasonable time for your landlord to fix the problems.
- ✓ **Do a rent escrow application and pay your rent (cash or money order) at the courthouse—** 1000 Main Street, Room 113.
- ✓ **Your rent must be on-time and up-to-date.**
- ✓ **Continue to pay rent to escrow each month,** or you could be evicted for nonpayment.

Once your housing provider has fixed the issue, you can release the rent to your housing provider or claim you are entitled to some portion of the money in court.



### FIND SUPPORT

**Hamilton County Municipal Court Help Center** call (513) 946 5650



## Security Deposits & Moving

### MOVING IN

You have the right to request and your housing provider is required to accept one of the following **three alternatives to a security deposit:**

- rental security insurance
- a deposit paid over no less than six equal monthly installments
- a one-time reduced security deposit payment of no more than fifty percent of the monthly rent.

You may want to document the condition of the apartment (e.i. take pictures) when you move **in and out** to avoid being charged for issues you didn't cause.

### MOVING OUT

Your housing provider has **30 days after you vacate your apartment to return your security deposit** and provide an itemized list of any amounts not returned to you.

- If you believe your deposit was wrongfully withheld, you can sue in small claims court up to \$6,000.
- If you provided a forwarding address to mail your deposit and they fail to return the deposit or give an itemized list of deductions in 30 days, you can sue for double the wrongfully withheld amount.



### FIND SUPPORT

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## Leases & Late Fees

**When a written lease is in effect, your housing provider cannot raise the rent unless the lease allows it.** Your housing provider can, however, raise your rent at the time of lease renewal. When you are month-to-month, your housing provider can raise the rent with reasonable notice. Documenting your rent payments through receipts and proof of payment can help you address potential issues later.

**If the rental agreement contains a late fee, your housing provider can assess a late fee. You cannot be required to pay more than \$50 or 5%** (whichever amount is greater) of your monthly rent in late fees.

**Your housing provider cannot:**

- Charge interest on a late fee;
- Impose a late fee more than one time on a tenant's single late payment of rent;
- Impose a late fee for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.



## Evictions

**Unless you agree to vacate, your housing provider must file an eviction if they want you to leave.** Your housing provider may also sue for rent, fees, bills or the cost of damages they think you owe.

In general, a person facing an eviction can move, work out a settlement with the housing provider or defend themselves in court. Some common legal reasons for an eviction are:

- **Nonpayment of rent**, when the rent is not paid or late, the housing provider can refuse to accept rent and file an eviction.
- **Overstaying** after the housing provider gave a 30-day notice of termination of a month-to-month tenancy or a non-renewal of a written lease agreement.
- **A breach of a written lease**, when the housing provider claims the tenant did something prohibited by the rental agreement.

Evictions move fast and are very technical, so **it is very important to get legal help if you are facing an eviction.**



### FIND SUPPORT

**The Legal Aid Society** call (513) 241-9400 or toll free (800) 582-2682  
**Hamilton County Help Center** call (513) 946-5650



## Terminations

The tenant or the housing provider can terminate the tenancy. **When a written lease is in effect, the lease may state the required notice for termination. When you are month-to-month, at least 30-days' notice before the 1st of the month is required. This usually means at least one full calendar month notice.** You can also come to an agreement with your housing provider to terminate the tenancy under an agreed timeline.

Rent is still owed before the tenancy ends, and if you don't give enough notice or stay past the last day, you could be charged for additional months or face an eviction.



## Discrimination

**It is illegal for housing provider to discriminate in the rental of housing** based on actual or perceived race, religion, color, national origin, Appalachian origin, natural hairstyles, sexual orientation and gender identity, disability, familial status, reproductive status, ancestry, or military status.

**It is illegal for your housing provider to retaliate against you** because you reported habitability issues or other violations of the housing provider's duties under Ohio law. Retaliatory behavior can include raising rent, refusing to make needed repairs, refusing to perform necessary maintenance, or decreasing services to the tenant.



### FIND SUPPORT

**Housing Opportunities Made Equal (HOME)** call 513-721-4663

**If you are experiencing unsafe living conditions, please report water, heat, sanitation, or other building and health-related issues to the City of Cincinnati by calling 311 or visiting [311cincy.com](http://311cincy.com)**

**Additional Support with Essential Services - United Way** call 211 or text 211CARES to 51555

# Tenant Responsibilities

*This list is a summary and is not legal advice. If you are unsure of your responsibilities as a tenant, you should speak with an attorney. For more information, please see Ohio Revised Code: 5321.05*

## If you are a tenant, you must:

- Pay your rent in full and on time.**
- Keep your home safe and sanitary.**
- Dispose of all garbage and other waste in a clean, safe, and sanitary manner.**
- Keep all plumbing fixtures in the home as clean as possible.**
- Use electrical and plumbing fixtures properly.**
- Keep any appliances provided by the landlord in good working order - if required to do so by your lease.**

## If you are a tenant, you must not:








- Disturb your neighbors' peaceful enjoyment of the premises - or allow any of your guests to do so.**
- Damage or remove any fixture, appliance, or other part of the premise - or allow any of your guests to do so.**
- Violate any state or federal drug laws - or allow any of your guests, family, or friends to do so at your home.**
- Unreasonably withhold permission to allow your landlord to enter the home - as long as your landlord provides proper notice.**

**Landlords must give a 24-hour notification to enter your home unless it is an emergency situation.** After giving proper notice, landlords are allowed to enter to conduct inspections; make repairs; make alterations or improvements; show the home to prospective purchasers, tenants, or contractors; and deliver packages that do not fit in your mailbox.



# Landlord Responsibilities

*This list is a summary and is not legal advice. If you are unsure of your responsibilities as a landlord, you should speak with an attorney. For more information, please see Ohio Revised Code Sections: 5321.02, 5321.04, 5321.15 and Cincinnati Municipal Code Section 871*







## All Cincinnati landlords must:

-  Supply running water, reasonable amounts of hot water and heat at all times.
-  Comply with all applicable building, housing, health, and safety codes.
-  Make all repairs and do whatever is reasonably necessary to keep the premises in a fit and habitable condition.
-  Maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, and appliances supplied by (or required to be supplied by) you in good and safe working order and condition.
-  Give tenants 24 hours' notice of your intent to enter the unit and enter only at reasonable times. Reasonable times are generally considered to be during normal business hours.
-  Disclose to tenants if the rental unit is serviced by a Lead Service Line or if (in units built before 1978) there are any known lead hazards on the premises.
-  Promptly commence an eviction action to remove a tenant that has engaged in a violation of Ohio Revised Code Chapters 2925 or 3719 (drug offenses).

## If you are the landlord of a multi-unit building, you must:

-  Keep all common areas safe and sanitary.
-  When there are 4 or more units, provide and maintain appropriate receptacles for garbage and other waste and arrange for their removal.

## All Cincinnati landlords must not:

-  Charge tenants fees or costs for repairs that are the landlord's responsibility.
-  Charge late fees greater than \$50 or 5% of the monthly rent, whichever is higher.
-  Retaliate against tenants for reporting conditions problems to you or the City;
-  Retaliate against tenants for engaging in tenant organizing;
-  Abuse your right of access to the unit;
-  Engage in any form of "self-help" eviction, including changing locks, cutting off utilities, or threatening any such action.

If a tenant is displaced because of a vacate order issued by the City Building or Health Departments for uninhabitable living conditions—and those conditions are the result of neglect or deferred maintenance by the landlord—the landlord must provide relocation assistance consistent with Cincinnati Municipal Code Section 871-10.