

# WHAT DOES ESCROWING RENT MEAN?

Escrowing your rent means that you deposit your rental payments with the clerk of the municipal or county court, depending on where you live, instead of paying your landlord. Before you can escrow your rent, you must first wait the FULL 30 days after notifying the landlord of its failure to fulfill obligations. However, if there is an emergency, such as lack of heat in winter or lack of water, you can start escrowing your rent earlier. The notice requesting repairs must be clear and detailed enough that your landlord and the court can understand exactly what is wrong. You must send the notice to the place where you normally pay rent. Keep a photocopy of the notice and send it with a "certificate of mailing" so you have proof you sent the notice. You must deposit your rent into escrow on or before the date when your rent is due. If your rent is due on the 5th of every month, deposit your rent on or before the 5th.

The court will tell your landlord that you have started depositing your rent into a rent escrow account. Once the landlord makes the repairs, you can ask the court to release the money to the landlord.

- You may NOT escrow your rent if:
- you are not current in your rental payments; or
  - you received written notice when you moved in that the landlord owns three or fewer dwelling units.



**VISIT US:**  
41 N. Perry Street, Room 104  
Dayton, OH 45422  
**CALL US:** (937) 496-7623  
**EMAIL US:**  
Clerkhelpcenter@mcoho.org  
**HOURS:**  
Monday-Friday 8:30AM - 4:30PM

For further information or to locate an Outreach Event, visit us at:  
[WWW.COURTHOUSETOYOU.COM](http://WWW.COURTHOUSETOYOU.COM)



**OUR DIVISIONS:**  
**Civil:** (937) 225-4512  
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**Domestic Relations:** (937) 225-4562  
**Records:** (937) 496-7762  
**Auto Title:** (937) 225-4480  
**Eastern Municipal Court (Huber Heights):** (937) 496-7231  
**Western Municipal Court (Trotwood):** (937) 687-9099

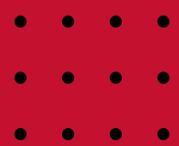


CLERK OF COURTS MIKE FOLEY  
**BRIDGING THE JUSTICE GAP ONE CONSTITUENT AT A TIME.**

# TENANT/LANDLORD RIGHTS & OBLIGATIONS

**MIKE FOLEY**

MONTGOMERY COUNTY  
CLERK OF COURTS





## WHAT ARE MY OBLIGATIONS AS A TENANT?

As a tenant, you must:

- Keep the premises safe and sanitary.
- Dispose of all garbage in a safe and sanitary manner.
- Keep plumbing fixtures in the unit as clean as their condition permits.
- Operate all electrical and plumbing fixtures properly.
- Comply with all state and local housing, health and safety code standards.

## WHAT ARE MY RIGHTS AS A TENANT?

You are a tenant if you occupy or possess the residential property of another under a lease. If you do what the lease and/or the law requires, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a governmental agency if your landlord violates housing laws or regulations affecting health and safety.
- You have the right to complain to your landlord for failing to perform any legal duties. If you complain and the landlord retaliates by increasing rent, decreasing services or seeking to evict you for complaining, the landlord has violated the law. There are legal remedies to stop or punish retaliation, such as terminating your lease and recovering damages and attorneys' fees.
- You have the right to join with other tenants to bargain with your landlord about lease terms.
- You have the right to know the name and address of the owner of your residential premises and the owner's agent, if applicable. This information must appear in your written lease or be given to you in writing when you begin your tenancy if the lease is oral. If your landlord fails to provide this information, you do not have to notify your landlord before escrowing your rent with the court. The county auditor also maintains records on residential property owners.
- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons and without notice in certain emergency situations.
- If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.
- If you have notified your landlord, in writing, of problems at your rental property or of an insect or rodent infestation, the landlord should remedy the problems within a "reasonable" amount of time. For a broken furnace in mid-January, a reasonable amount of time may be just a few days. The landlord may take up to 30 days to make less critical repairs.
- If the landlord fails to make repairs within a reasonable amount of time (not more than 30 days), you may have the right to get a court order for repairs to be made, obtain a court-ordered reduction in rent, or terminate the lease. You also have the right to escrow your rent.

## WHAT ARE MY RIGHTS AS A LANDLORD?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You can rent your property for any amount you wish. Unless you have a written or oral lease that provides for a fixed rent for the lease term (such as a one-year lease), you can increase rents in any amount, but you must give adequate notice. If you give your tenant notice of a rent increase for a month-to-month tenancy, the rent increase will not be effective until 30 days from the next date rent is due.
- You may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with federal or state law, including federal and state anti-discrimination statutes.
- You may evict the tenant for nonpayment of rent or for breaking any significant term of the lease. You must give the tenant written notice of your intent before filing an eviction action in court. For nonpayment of rent, you must give notice at least three days before filing the eviction action or the court will dismiss the case. In other cases, you must give the tenant 30 days to correct the violation before beginning an eviction action. Do not count the day you give the notice or weekends and holidays, and wait until after the third day before filing the eviction complaint.

