

Baldwin's Ohio Revised Code Annotated [Currentness](#)

Title LIII. Real Property

▢ [Chapter 5321. Landlords and Tenants \(Refs & Annos\)](#)

→ Landlord--Tenant Rights and Obligations

→ **5321.02 Retaliation of landlord prohibited; relief**

(A) Subject to [section 5321.03 of the Revised Code](#), a landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant's premises because:

(1) The tenant has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety;

(2) The tenant has complained to the landlord of any violation of [section 5321.04 of the Revised Code](#);

(3) The tenant joined with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.

(B) If a landlord acts in violation of division (A) of this section the tenant may:

(1) Use the retaliatory action of the landlord as a defense to an action by the landlord to recover possession of the premises;

(2) Recover possession of the premises; or

(3) Terminate the rental agreement.

In addition, the tenant may recover from the landlord any actual damages together with reasonable attorneys' fees.

(C) Nothing in division (A) of this section shall prohibit a landlord from increasing the rent to reflect the cost of improvements installed by the landlord in or about the premises or to reflect an increase in other costs of operation of the premises.

5321.03 Actions by landlord authorized

(A) Notwithstanding [section 5321.02 of the Revised Code](#), a landlord may bring an action under Chapter 1923. of the Revised Code for possession of the premises if:

(1) The tenant is in default in the payment of rent;

(2) The violation of the applicable building, housing, health, or safety code that the tenant complained of was primarily caused by any act or lack of reasonable care by the tenant, or by any other person in the tenant's household, or by anyone on the premises with the consent of the tenant;

(3) Compliance with the applicable building, housing, health, or safety code would require alteration, remodeling, or demolition of the premises which would effectively deprive the tenant of the use of the dwelling unit;

(4) A tenant is holding over the tenant's term.

(5) The residential premises are located within one thousand feet of any school premises or preschool or child day-care center premises, and both of the following apply regarding the tenant or other occupant who resides in or occupies the premises:

(a) The tenant's or other occupant's name appears on the state registry of sex offenders and child-victim offenders maintained under [section 2950.13 of the Revised Code](#).

(b) The state registry of sex offenders and child-victim offenders indicates that the tenant or other occupant was convicted of or pleaded guilty to a sexually oriented offense or a child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence for that offense.

(B) The maintenance of an action by the landlord under this section does not prevent the tenant from recovering damages for any violation by the landlord of the rental agreement or of [section 5321.04 of the Revised Code](#).

(C) This section does not apply to a dwelling unit occupied by a student tenant.

5321.031 Termination of rental agreements with student tenants

A college or university may terminate a rental agreement with a student tenant prior to the expiration of the term of the agreement and require that the student vacate the dwelling unit only when the termination follows a hearing in which it was determined by the college or university that the student violated a term of the rental agreement or violated the college's or university's code of conduct or other policies and procedures. The hearing must be preceded by a written notice to the student, must include a right to be heard, and must otherwise comply with the college's or university's procedures for disciplinary hearings. The written rental agreement

must specify the conditions under which the rental agreement may be terminated and specify the college's or university's notice and hearing procedures that will be followed in making a determination under this section.

5321.04 Obligations of landlord

(A) A landlord who is a party to a rental agreement shall do all of the following:

(1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;

(2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;

(3) Keep all common areas of the premises in a safe and sanitary condition;

(4) Maintain 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 him;

(5) When he is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;

(6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;

(7) Not abuse the right of access conferred by [division \(B\) of section 5321.05 of the Revised Code](#);

(8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of his intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

(9) Promptly commence an action under Chapter 1923. of the Revised Code, after complying with [division \(C\) of section 5321.17 of the Revised Code](#), to remove a tenant from particular residential premises, if the tenant fails to vacate the premises within three days after the giving of the notice required by that division and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in [division \(A\)\(6\)\(a\)\(i\) of section 1923.02 of the Revised Code](#), whether or not the

tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division. Such actual knowledge or reasonable cause to believe shall be determined in accordance with that division.

(B) If the landlord makes an entry in violation of division (A) (8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

5321.05 Obligations of tenant

(A) A tenant who is a party to a rental agreement shall do all of the following:

- (1) Keep that part of the premises that he occupies and uses safe and sanitary;
- (2) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
- (3) Keep all plumbing fixtures in the dwelling unit or used by him as clean as their condition permits;
- (4) Use and operate all electrical and plumbing fixtures properly;
- (5) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
- (6) Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;
- (7) Maintain in good working order and condition any range, refrigerator [*sic*], washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement;
- (8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;
- (9) Conduct himself, and require persons in his household and persons on the premises with his consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in

Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

(B) The tenant shall not unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(C)(1) If the tenant violates any provision of this section, other than division (A)(9) of this section, the landlord may recover any actual damages that result from the violation together with reasonable attorney's fees. This remedy is in addition to any right of the landlord to terminate the rental agreement, to maintain an action for the possession of the premises, or to obtain injunctive relief to compel access under division (B) of this section.

(2) If the tenant violates division (A)(9) of this section and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in [division \(A\)\(6\)\(a\)\(i\) of section 1923.02 of the Revised Code](#), whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division, then the landlord promptly shall give the notice required by [division \(C\) of section 5321.17 of the Revised Code](#). If the tenant fails to vacate the premises within three days after the giving of that notice, then the landlord promptly shall comply with [division \(A\)\(9\) of section 5321.04 of the Revised Code](#). For purposes of this division, actual knowledge or reasonable cause to believe as described in this division shall be determined in accordance with [division \(A\)\(6\)\(a\)\(i\) of section 1923.02 of the Revised Code](#).

5321.051 Residential premises near a school, preschool, or child day-care; obligation of tenant regarding sex offender

(A)(1) No tenant of any residential premises located within one thousand feet of any school premises or preschool or child day-care center premises shall allow any person to occupy those residential premises if both of the following apply regarding the person:

(a) The person's name appears on the state registry of sex offenders and child-victim offenders maintained under [section 2950.13 of the Revised Code](#).

(b) The state registry of sex offenders and child-victim offenders indicates that the person was convicted of or pleaded guilty to either a sexually oriented offense that is not a registration-exempt sexually oriented offense or a child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence for that offense.

(2) If a tenant allows occupancy in violation of this section or a person establishes a residence or occupies residential premises in violation of [section 2950.034 of the Revised Code](#), the landlord for the residential premises that are the subject of the rental agreement or other tenancy may terminate the rental agreement or other tenancy of the tenant and all other occupants.

(B) If a landlord is authorized to terminate a rental agreement or other tenancy pursuant to division (A) of this section but does not so terminate the rental agreement or other tenancy, the landlord is not liable in a tort or other civil action in damages for any injury, death, or loss to person or property that allegedly results from that decision.

5321.06 Optional terms of rental agreement

A landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321. of the Revised Code or any other rule of law.

END OF DOCUMENT