

# THE SUPREME COURT *of* OHIO

## JUDICIAL GUIDE *to* EVICTION DIVERSION

TOOLKIT



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# THE SUPREME COURT *of* OHIO

## JUDICIAL GUIDE TO EVICTION DIVERSION



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## INTRODUCTION

The coronavirus public health crisis that infected the United States in the spring of 2020 has caused widespread destruction for many Ohio families. In addition to both devastating physical and mental effects, COVID-19 has resulted in record-breaking unemployment numbers. The loss of income has forced many families to fall behind in their rent, oftentimes having to choose whether to provide food on the table, to pay the electric bill, or paying their landlord. As a result, many tenants face housing instability and possible eviction.

Eviction and housing displacement are associated with increased COVID-19 infection and mortality rates because they provide a wide array of COVID-19 transmission opportunities.<sup>1</sup> These new pandemic-related risks add to the other long-lasting effects on tenants' quality of life. "Eviction is a cause, not just a condition of poverty,"<sup>2</sup> an impetus for decades of financial hardship and poor health.

*Eviction is a cause, not just a condition of poverty.*  
~ Matthew Desmond

Early interventions in eviction cases are the keys to preserving tenancy. Courts provide a venue to connect tenants and landlords with emergency assistance and necessary resources to prevent not only displacement, but financial burdens for both parties. Ideally, efforts by courts and clerks of courts would divert parties to services prior to an eviction action being filed. Pre-filing intervention has a greater likelihood of success because the strict statutory timelines of eviction cases do not provide much flexibility to allow time for services to be obtained.

With the end of the federal eviction moratorium, now more than ever, courts need to be proactive in their efforts to divert tenants and landlords away from formal court action and instead seek rental assistance or alternative forms of dispute resolution. The strategies identified in this toolkit will help prevent a potential surge of eviction cases, as well as effectively manage a backlog.

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<sup>1</sup> Benfer, Vlahov, Long, Walker-Wells, Pottenger, Gonsalves, Keene, *Eviction, Health Inequity, and the Spread of COVID-19: Housing Policy as a Primary Pandemic Mitigation Strategy*, J Urban Health (Jan. 7, 2021, corrected Jan. 25, 2021) 2.

<sup>2</sup> Desmond, Matthew, *Evicted: Poverty and Profit in the American City*, 293 (2016).

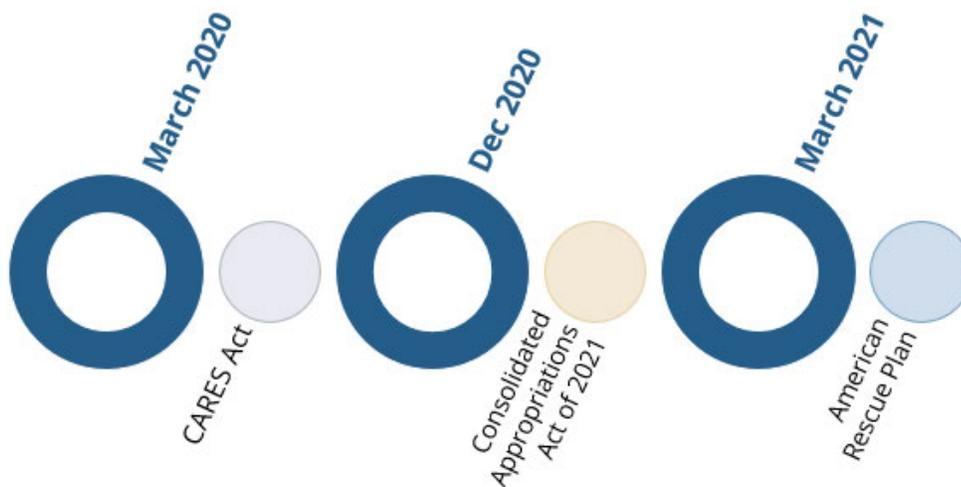


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## FEDERAL RENTAL ASSISTANCE

The federal government initially responded to housing stability concerns caused by the pandemic by temporarily halting evictions in the Coronavirus Aid, Relief, & Economic Security Act (CARES Act), Public Law No: 116-136 on March 27, 2020, for certain types of residential dwellings. The Centers for Disease Control & Prevention (CDC) later responded on September 4, 2020, by issuing another moratorium for eligible tenants whose inability to make rent payments were a result of the pandemic.<sup>3</sup> Over the course of the last year, this eviction moratorium has been extended to help ward off a deluge of displaced Americans. On August 26, 2021, the United States Supreme Court ruled in *Alabama Assn. of Realtors, et. al vs. Dept. of Health & Human Services, et. al* that the CDC exceeded the scope of its authority with the most recent eviction extension and found it to be unconstitutional.<sup>4</sup>

Economic stimulus payments, increased unemployment compensation, and child tax credits are wholesale relief efforts made by the federal government to help individuals suffering financial hardship. State and local governments also were recipients of federal economic relief funds. A portion of these dollars has been allocated to individuals struggling to pay their rent and utility bills. Additionally, the federal government distributed targeted rental-assistance relief funds available to both tenants and landlords as a part of its eviction prevention strategy. Rental assistance dollars were distributed to states and transferred to local community action agencies to provide direct assistance to individuals.



### Home Relief Grant Program

The State of Ohio established the Home Relief Grant Program in November 2020 to provide rental and utility assistance to individuals affected by the pandemic. Administered through the Ohio Department of Development, the Home Grant Relief Program is funded with the U.S. Department of Treasury's Emergency Rental Assistance (ERA), CARES Act Community

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<sup>3</sup> 85 Fed.Reg. 55292.

<sup>4</sup> *Alabama Assn. of Realtors, et. al vs. Dept. of Health & Human Services, et.*, 594 U.S. \_\_\_\_ (2021).

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Development Block Grant, and Coronavirus Relief Fund<sup>5</sup> disbursed to Ohio.<sup>6</sup> As of August 2021, the Department of Development has reported that local community action agencies have disbursed more than \$174 million to almost 40,000 households in Ohio.

### **Emergency Rental Assistance Programs**

In addition to rent, utility, and home energy assistance, ERA is available for parties who have lost their homes by offering relocation assistance, security deposits, prospective rents, and short-term hotel accommodations.<sup>7</sup> This is an expansion from prior relief efforts. Eligible individuals must demonstrate a risk of housing instability or homelessness, whether due to receiving an eviction notice, past-due rent or utility notices, unsafe or unhealthy living conditions, or other criteria determined by the grantee.<sup>8</sup> It is a misnomer that these programs are only available for tenants. The ERA2 seeks to make landlords whole and allows landlords to initiate the application process.

There is a recognition that billions of dollars in emergency relief funds are not being distributed at the anticipated rate. The National Low Income Housing Coalition reported that as of August 9, 2021, only \$4.2 billion of the \$46 billion that has been allocated by Congress has been disbursed to those in need.<sup>9</sup> Delays in application processing pose one of the greatest challenges; therefore the U.S. Treasury issued additional guidance on August 25, 2021, in hopes of making the application process quicker.<sup>10</sup> For example, applicants can use self-attestation for documenting household eligibility to determine financial hardship and risk of housing instability. Community action agencies (CAAs) may disburse payment while applications are still being processed when it is reasonable to determine an expedited payment is necessary to prevent an eviction.

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<sup>5</sup> This fund was established in the Consolidated Appropriations Act 2021 which allocated \$25 billion for rental assistance.

<sup>6</sup> Ohio Department of Development, Development Services Agency, *Home Relief Grant*, <https://businesshelp.ohio.gov/pdf/10232020-home-relief-grant.pdf> (accessed Aug. 30, 2021).

<sup>7</sup> The White House, *Fact Sheet: Biden-Harris Administration Announces Initiatives to Promote Housing Stability by Supporting Vulnerable Tenants and Preventing Foreclosures*, (June 24, 2021), <https://www.whitehouse.gov/briefing-room/statements-releases/2021/06/24/fact-sheet-biden-harris-administration-announces-initiatives-to-promote-housing-stability-by-supporting-vulnerable-tenants-and-preventing-foreclosures/> (accessed Aug. 30, 2021).

<sup>8</sup> U.S. Department of the Treasury, *FAQs*, (Aug. 25, 2021), <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/faqs> (accessed Aug. 30, 2021).

<sup>9</sup> CNBC, *This Map Shows How Much Rental Assistance States Have Distributed* (Aug. 11, 2021), <https://www.cnbc.com/2021/08/11/this-map-shows-how-much-rental-assistance-states-have-distributed.html> (accessed Aug. 30, 2021).

<sup>10</sup> U.S. Department of the Treasury, *Treasury Announces Seven Additional Policies to Encourage State and Local Governments to Expedite Emergency Rental Assistance*, (Aug. 25, 2021), <https://home.treasury.gov/news/press-releases/jy0333> (accessed Aug 30, 2021).

<b>EMERGENCY RENTAL ASSISTANCE PROGRAMS<sup>11</sup></b>	
<b>ERA1</b>	<b>ERA2</b>
Consolidated Appropriations Act Public Law 116-260, Dec. 27, 2020	American Rescue Plan Act Public Law 117-2, March 11, 2021
Funds expire Sept. 30, 2022	Funds expire on Sept. 30, 2025
Over \$775 million awarded to Ohio and specific local governments	More than \$613 million awarded to Ohio and specific local governments
At least 90% of the awarded funds can be used for: <ul style="list-style-type: none"> <li>• Rent Payments</li> <li>• Rental Payment in Arrears</li> <li>• Utilities and Home Energy Costs</li> <li>• Utilities and Home Energy Costs in Arrears</li> </ul>	At least 90% of the awarded funds can be used for: <ul style="list-style-type: none"> <li>• Rent Payments</li> <li>• Rental Payment in Arrears</li> <li>• Utilities and Home Energy Costs</li> <li>• Utilities and Home Energy Costs in Arrears</li> </ul>
10% of the awarded funds can be used for housing stability services, including case management and other services designed to keep households stably housed such as: <ul style="list-style-type: none"> <li>• Eviction prevention and diversion programs</li> <li>• Mediation between tenants and landlords</li> <li>• Housing counseling, including fair housing</li> <li>• Housing navigators or individuals helping parties access rental assistance programs</li> <li>• Housing-related services for survivors of domestic abuse or human trafficking</li> <li>• Legal services or attorney's fees related to eviction proceedings and maintaining housing stability</li> <li>• Specialized services for individuals with disabilities or seniors with assistance accessing or maintaining housing stability.</li> </ul>	10% of the awarded funds can be used for housing stability services, including case management and other services designed to keep households stably housed such as: <ul style="list-style-type: none"> <li>• Eviction prevention and diversion programs</li> <li>• Mediation between tenants and landlords</li> <li>• Housing counseling, including fair housing</li> <li>• Housing navigators or individuals helping parties access rental assistance programs</li> <li>• Housing-related services for survivors of domestic abuse or human trafficking</li> <li>• Legal services or attorney's fees related to eviction proceedings and maintaining housing stability</li> <li>• Specialized services for individuals with disabilities or seniors with assistance accessing or maintaining housing stability.</li> </ul>
The need for these funds must be related to the COVID pandemic.	The need for these funds do not have to be related to the COVID pandemic.
May receive up to 12 months of assistance with the potential of 3 additional months if needed to ensure housing stability, subject to availability of additional funds.	

<sup>11</sup> U.S. Department of Treasury, *Allocation & Payments*, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/allocations-and-payments> (accessed Aug. 30, 2021).

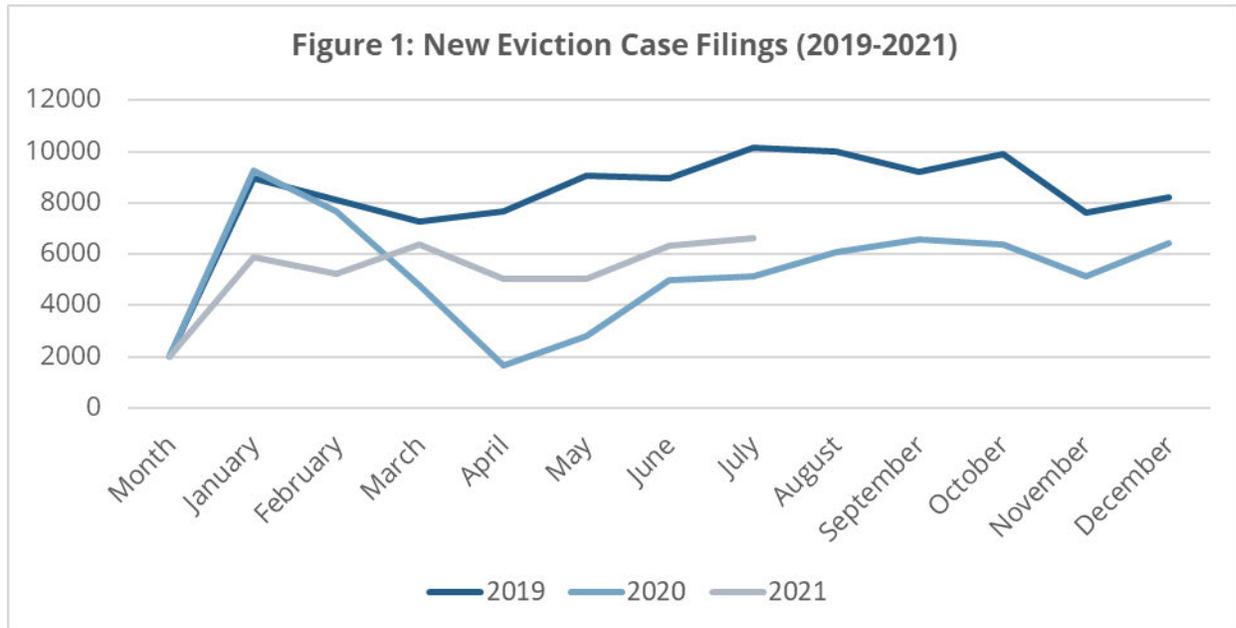


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## EVICITION CASE FILINGS

The Supreme Court reviewed monthly caseload data for the five years prior to the pandemic to determine that on average between 2015 and 2019, more than 106,000 new eviction cases are filed annually. To provide some perspective, Figure 1 illustrates the number of new filings each month, showing overlapping lines for 2019, 2020, and a year-to-date 2021.

In 2019, 105,184 new eviction cases were filed compared to 66,845 in 2020 representing a reduction of 36%.



Data reported as of Aug. 26, 2021.

Traditionally, eviction case filings demonstrate a distinct seasonality, with new filings peaking in the third quarter of the year. Trend analysis would suggest that the third quarter of 2020 should have produced 30,000 cases (averaging 10,000 per month) for July - September 2020.<sup>12</sup> The actual number of filings was 17,807 cases, representing a 41% decline from the expectation. Similarly, at the time of the writing of this report, July 2021, courts have reported 6,612 new eviction case filings, which are well below the 10,000 monthly case average for the third quarter.

The data in Table 1 shows that eviction filings have begun to rise from the lows experienced last spring. However, it is important to note that some courts have reported that they never experienced a reduction in filings and did not cease hearing eviction cases. Should the anticipated influx of eviction cases occur, it is the goal of this toolkit to provide courts with strategies to help mitigate and be prepared should an increase occur.

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<sup>12</sup> Supreme Court of Ohio, *Evictions Report & Recommendations*, (June 2020) <https://www.supremecourt.ohio.gov/Publications/JCS/evictionsReport.pdf> (accessed Aug. 30, 2021).

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<b>Table1: New Eviction Case Filings<sup>13</sup></b>			
<b>Month</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
January	8,953	9,264	5,893
February	8,131	7,670	5,217
March	7,289	4,770	6,377
April	7,686	1,650	5,018
May	9,060	2,788	5,032
June	8,982	4,975	6,330
July	10,154	5,151	6,612
August	10,014	6,084	N/A
September	9,186	6,572	N/A
October	9,889	6,389	N/A
November	7,606	5,114	N/A
December	8,234	6,418	N/A

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<sup>13</sup> Data as reported in monthly caseload statistic reports as of Aug. 26, 2021.

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## ROLE OF COURTS

A court has many roles it can play during this eviction crisis:

1. Take steps to actively divert evictions from occurring;
2. Educate parties about their rights and the availability of assistance for both tenants and landlords;
3. Serve as a conduit to help connect individuals to resources if an action for eviction is filed, as well as if the eviction is granted; and
4. Engage community stakeholders to collaborate their relief efforts and encourage them to launch a coordinated public awareness campaign regarding the availability and eligibility of rental assistance.

This guide outlines strategies courts can employ to help prevent evictions from occurring using rental assistance funds, as well as ways to facilitate collaboration among community organizations, such as local community action agencies and legal aid organizations. Courts are encouraged to familiarize themselves with the rental-assistance-eligibility criteria and work with community agencies to better understand the U.S. Department of Treasury's latest guidance so they can help to remove barriers where possible to facilitate the timely administration of assistance.

It is important to note that a judge (or court) should endeavor to be inclusive of all available resources and not favor one party over the other when making referrals. Additionally, a judge (or court) should maintain a degree of neutrality and impartiality when referring litigants to third-party community resources.



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## EVICITION DIVERSION STRATEGIES

Ohio law prescribes the eviction case timeframe to ensure these actions are conducted in a timely manner. Because of that, once a 3-day notice under R.C. 1923.04 is filed, the statutory timeframe begins. R.C. 1923.08 provides that “no continuance in an action under this chapter shall be granted for a period longer than eight days, unless the plaintiff applies for the continuance and the defendant consents to it, or unless the defendant applies for the continuance and gives a bond to the plaintiff, with good and sufficient surety, that is approved by the court and conditioned for the payment of rent that may accrue, if judgment is rendered against the defendant.” While ERA funds are eligible to be used to pay for these surety bonds, oftentimes these hurdles are too high for the parties to overcome. Thus, the eviction process goes by much quicker than the time it takes to apply for and receive rental assistance funds. Because early intervention is the key, courts must take proactive measures to divert an eviction from occurring.

### **Establish an Eviction Diversion Program**

Eviction diversion programs help landlords and tenants reach payment agreements and access emergency rental assistance without formally involving the court. These programs connect tenants with community resources increasing their housing stability while at the same time striving to make landlords whole. When successful, diversion programs result in financial savings for both parties in attorney’s fees, court costs, and litigation expenses.

Courts may utilize Coronavirus State and Local Fiscal Recovery Funds and Emergency Rental Assistance dollars to help pay eviction diversion programs.<sup>14</sup> The State Justice Institute is also supporting court projects designed to assist with pandemic-related relief through the Conference of Chief Justices and the Conference of State Court Administrators’ Pandemic Rapid Response Team.<sup>15</sup> Additionally, the U.S. Department of Housing & Urban Development has announced a forthcoming [funding opportunity](#) for programs providing legal assistance, including pre-trial and trial-related activities and mediation.

An eviction diversion program seeks to divert landlord-tenant housing disputes away from court processing and connect parties to a comprehensive set of services as:

- Rental Assistance
- Legal Representation
- Mediation
- Social Service
- Financial Management

When developing a program, courts should consider the following:<sup>16</sup>

- Will the program focus on pre-filing or post-filing after the notice has been given?
- Is participation in the program mandatory or voluntary?
- Do parties have to meet certain income requirements to participate?

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<sup>14</sup> Associate Attorney General Vanita Gupta, *How State Courts Can Prevent a Housing and Eviction Crisis*, (July 30, 2021), <https://www.justice.gov/opa/blog/how-state-courts-can-prevent-housing-and-eviction-crisis> (accessed Aug. 30, 2021).

<sup>15</sup> *Id.*

<sup>16</sup> Eviction Innovations, *Eviction Diversion Programs*, <https://evictioninnovation.org/innovations/eviction-diversion-programs/> (accessed Aug. 30, 2021).

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- Does the court need to issue an administrative order or adopt a local rule to create the program?

While diversion programs are uniquely tailored to the jurisdiction's needs and resources, some common features include:<sup>17</sup>

- Legal information hotline or help desk
- Legal clinic utilizing volunteer attorneys earning pro bono hours or a collaboration with a law school clinic or legal aid organization
- Access to full- or limited-scope legal representation, pursuant to Prof.Cond.R. 1.2(c)
- Tenant/landlord rights education
- Non-legal tenant advocacy
- Pre-filing mediation
- Post-filing mediation
- Support in applying for rental or other types of assistance
- Repayment plans
- Credit repair or protection services.

The National Center for State Courts developed an [Eviction Diversion Tool](#) to assist courts that are seeking to launch an eviction diversion program. After answering a series of questions about their jurisdiction, courts will receive a model program structure to implement, along with guidance on establishing the program and recommended best practices. The tool also offers advice on how court leaders can cooperate with legal aid and rental assistance agencies.

The City of Philadelphia created an evictions diversion program in September 2020 that utilizes housing counselors to direct parties to available resources. These counselors assist parties in completing rental-assistance applications, assess their financial situation, and identify the need for related support services. Parties also participate in mediation proceedings in hopes of avoiding the formal court process. The parties reach an agreement more than 70% of the time when both parties participate in the mediation.<sup>18</sup>

Michigan's Eviction Diversion Program utilizes a dedicated court process to prevent the filing of the action or to dismiss the case.<sup>19</sup> After completing an application, the tenant meets with legal aid and the local housing agency. If the eviction is not yet filed, the parties complete a settlement agreement and payment is made to the landlord. If the case was started, it is dismissed after the applications are processed; payment is made to the landlord after the dismissal.

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<sup>17</sup> American Bar Association, *Designing for Housing Stability: Best Practices for Court-Based and Court-Adjacent Eviction Prevention and/or Diversion Programs*, (June 2020), [https://www.americanbar.org/content/dam/aba/administrative/legal\\_aid\\_indigent\\_defendants/ls-covid19-dpp-best-practices.pdf](https://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls-covid19-dpp-best-practices.pdf) (accessed Aug. 30, 2021).

<sup>18</sup> City of Philadelphia, Department of Planning & Development, *PHL Eviction Diversion FAQ*, <https://eviction-diversion.phila.gov/#/FAQ> (accessed Aug. 30, 2021).

<sup>19</sup> Michigan State Housing Development Authority, *Eviction Diversion Program*, <https://sctest-origin.michigan.gov/mshda/rental/eviction-diversion-program-edp> (accessed Aug. 30, 2021).

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For the program to be effective, the program must be known. Courts should inform the public, the legal community, and housing advocates about the eviction diversion program, particularly if participation in the program is voluntary. To raise awareness, courts should post informational fliers or pamphlets in the clerk of court's office, the courthouse, and on the court's website.

### **Utilize Mediation & Online Dispute Resolution (ODR)**

Mediation and online dispute resolution are strategies that courts can employ to reduce judicial-officer involvement and expeditiously resolve eviction cases. Mediation and ODR can provide flexible, less expensive, and less time-consuming outcomes for tenants facing financial hardships and landlords seeking to avoid lost rental income and prolonged debt-collection efforts. The Supreme Court partnered with the Ohio State Bar Association in March 2021 to conduct eviction mediation training to increase capacity for courts to better utilize mediation to resolve eviction actions. More than 400 attendees were educated from this training to conduct eviction mediations.

Courts can structure their mediation program to best suit their needs and available resources. For example, mediation can be offered at various stages of the eviction process, such as pre-filing mediation for escrow, prior to the three-day notice required by R.C. 1923.04, or on the day of the eviction hearing.

The Ohio Access to Justice Foundation connects courts with trained mediators should a court need to expand its pool of available mediators or seeks to offer eviction mediation. Courts also may be linked with pro bono attorneys. Contact Sophia Chang, Statewide Pro Bono Director, at [schang@ohiojusticefoundation.org](mailto:schang@ohiojusticefoundation.org) or 614.715.8568



**RESOURCE:** *Appendix A: Landlord-Tenant & Evictions Mediation Framework* outlines principles necessary to establish a mediation program, identifies various outcomes available to parties, and contains sample mediation agreements.

Online dispute resolution integrates negotiation with information and communication technology. It utilizes web-based communication tools to facilitate dialogue between parties, manage group dynamics, and support parties' understanding of the information and data exchanged.<sup>20</sup> In response to the COVID pandemic, the Supreme Court launched [OH-Resolve: Ohio's Online Dispute Resolution Pilot Project](#), an online dispute-resolution pilot program to help courts reduce in-person mediation and hearings by utilizing an online platform to resolve eviction cases. Eight municipal courts currently are participating as pilot eviction sites.<sup>21</sup> Contact the Supreme Court's [Dispute Resolution Section](#) for more information.

Communication of these alternatives to parties is essential for their utilization and success. Mediation program information can be posted on court websites and placed in conspicuous places such as the courthouse, clerk of court's office, and self-help centers. Additionally,

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<sup>20</sup> Jeff Aresty, Daniel Rainey & Robin P. West, *Expand Your Practice with Online Dispute Resolution Technology*, 32 GPSolo (2015).

<sup>21</sup> This pilot program is being funded through a grant from the State Justice Institute. Eighteen pilot sites are participating in this program utilizing ODR for small claims, foreclosures, and family law cases in addition to eviction matters.

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courts must inform community stakeholders such as legal aid organizations and housing agencies of these alternatives.

### **Conduct Settlement Sessions**

Should courts experience an influx of evictions cases, courts can conduct settlement sessions to ease the strain on their dockets. Settlement sessions are aimed at providing landlords and tenants with a process for quickly resolving their disputes through mediation or facilitation. Eviction cases are identified for mediation before their first court hearing or at the initial hearing stage where the right to immediate possession is determined. Mediators may volunteer their time and are assigned to resolve eviction cases. Video-conferencing platforms can be used to conduct these sessions as a way to offer more flexible, inexpensive means of conducting the proceeding.



**RESOURCE:** *Appendix B: Eviction Settlement Sessions* provides information about conducting settlement sessions, the mediator recruitment process, and a sample mediator report.

### **Housing Navigators**

Emergency rental-assistance funds may be used to establish a court navigator program or to partner with a housing agency to employ a navigator.<sup>22</sup> Court navigators assess a tenant's housing and financial circumstances and determine what resources and services are necessary to maintain housing. Such services may include rental assistance, legal aid, utility assistance, and new housing search. New York City Housing Court has had a Court Navigator Program since 2014.<sup>23</sup> The Cleveland Municipal Housing Court also employs housing-court specialists who offer information and assistance to litigants.<sup>24</sup> In addition to relief funds, courts can reassign staff or hire new employees, partner with law school legal clinics, or utilize volunteers or AmeriCorps members to serve as navigators.

### **Case Management Strategies**

One of the fundamentals of case management is the court's control over the pace of litigation. As mentioned above, the statutory process for evictions sets forth a relatively short timeframe. Courts should develop a process to quickly identify parties to an eviction case so litigants can be directed to available resources. A recommended best practice would be to include information about rental assistance and legal aid services with the notice and summons. This can be either as an enclosure, such as the [Eviction Prevention Resources](#) list the Franklin County Municipal Court includes, or adding language to the court documents themselves, which is the practice employed by the Struthers Municipal Court.

Additionally, courts may grant additional time in those pending cases where parties have filed for assistance, but are waiting for their application to be processed and funds to be received. Judicial officers should ask the parties during the hearing whether they are seeking to retain

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<sup>22</sup> The White House, *Fact Sheet* at Paragraph 7.

<sup>23</sup> New York State Unified Court System, NYC Housing Court, *Court Navigator Program - Volunteer Opportunities*, <https://www.nycourts.gov/courts/nyc/housing/rap.shtml> (accessed Aug. 30, 2021).

<sup>24</sup> Cleveland Municipal Court, Housing Court, *Landlord*, <http://clevelandmunicipalcourt.org/housingcourt/landlord> (accessed Aug. 30, 2021).

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an attorney, have applied for emergency rental assistance, and whether they are aware of housing or financial counseling services. This informs the court as to whether a continuance may be warranted.

" | ,  
- - ,  
' ...

**BEST PRACTICE TIP:** Courts should include information about emergency rental-assistance programs and legal aid with the eviction notice, as well as on the court's website and in conspicuous places at the clerk of court's office and courthouse. Courts may grant additional time for eligible parties to apply for and receive assistance.

Courts can employ the following strategies to efficiently address a potential surge or backlog of eviction cases:<sup>25</sup>

- Use the *Pathways Approach* to case management
- Continue using remote hearings as appropriate
- Simplify entries
- Establish pre-filing programs
- Reallocate staff
- Run an extra docket
- Cross-train staff on processing eviction paperwork
- Communicate regularly with partners
- Explore night court.

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<sup>2</sup> See *Appendix E: Strategies for Addressing a Backlog of Eviction Cases*.



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## EDUCATE PARTIES ABOUT THEIR RIGHTS & AVAILABLE ASSISTANCE

Oftentimes parties (and tenants in particular) are unfamiliar with the eviction process and their rights. This can result in tenants not appearing at their hearing. Educating parties about their rights and responsibilities can help prevent unnecessary loss of homes. The information must be accessible in multiple formats, written in Plain Language, and, as a best practice, available in other languages.

### Information Sheets & Court Websites

Courts should develop informational sheets or posters about the evictions process and what to expect when litigants go to court. These can be placed in the clerk of court's office, courthouse, self-help centers, and public libraries. Similar information should be posted on the court's website. The Toledo Municipal Court has hung posters and distributed information to landlords upon arriving to file an eviction claim.<sup>26</sup>

For example, the [Garfield Heights Municipal Court](#) website has an avatar that explains the basics of renting, the steps a landlord must undergo to legally evict a tenant, and what to expect when parties go to court. It also includes an explanatory video providing an overview of evictions, as well as resources to legal aid and rental assistance.

[Cleveland Municipal Housing Court](#) has targeted webpages for tenants and landlords that include checklists, fact sheets, and links to legal assistance. The Hamilton County Municipal Court [Self-Help Center](#) has guides on the eviction process, how to place rent in an escrow account, and the basics of landlord-tenant law. A staff member is present during eviction hearings to distribute information about the self-help center and available resources. The [Lakewood Municipal Court](#) provides notice to parties with contact and website information for available financial assistance to qualified tenants.



**RESOURCE:** See *Appendix C: Tenancy Preservation – Information for Tenants* and *Appendix D: Property Stability – Information for Landlords* for sample information packets that can be tailored and published on court websites, included with eviction notices, and distributed at self-help centers. These guides outline the eviction process, tenant and landlord responsibilities, and what to expect in court. They also contain sample forms and frequently asked questions. Word versions of these guides are available by contacting the Supreme Court's Office of Court Services at: [officeofcourtservice@sc.ohio.gov](mailto:officeofcourtservice@sc.ohio.gov).

Courts also can share information published by other organizations through links on their websites, posting fliers or brochures in the clerk of court's office and courthouse, or information in self-help centers. Examples include:

- [Covid-19 Renter Protections](#), Ohio Legal Help
- [Evictions](#), The Legal Aid Society of Columbus

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<sup>26</sup> Toledo Blade, *Clear Hurdles for Rental Assistance*, (Aug. 24, 2021), <https://www.toledoblade.com/opinion/editorials/2021/08/24/clear-hurdles-for-rental-assistance/stories/20210820138> (accessed Aug. 30, 2021).

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- [Law Facts: Tenant & Landlord Rights and Obligations](#), Ohio State Bar Association
  - [Ohio Landlord-Tenant Law: The Basics](#), The Legal Aid Society of Cleveland
  - [Rental Help: Ohio](#), U.S. Department of Housing & Urban Development

In addition to educating litigants about their rights, it is equally important to inform them of resources that may be available to prevent an eviction from occurring. This includes legal representation, rental assistance, and other emergency aid. The [Eviction Prevention Resources](#) developed by the Franklin County Municipal Court mentioned previously is an example of a comprehensive list of community resources. Similarly, Shaker Heights Municipal Court includes an information card “Free Evictions Help” produced by the United Way of Greater Cleveland and The Legal Aid Society of Cleveland.<sup>27</sup>



**BEST PRACTICE TIP:** Courts should include a description of available emergency rental-assistance programs and contact information of [community action agencies](#) with the eviction notice, as well as on the court’s website and in conspicuous places at the clerk of court’s office and courthouse.

Example resources to include:

- [Ohio Legal Help](#)
- [Alliance of Ohio Legal Aids](#)
- [Ohio Association of Community Action Agencies](#)
- [Emergency Rental Assistance Program, U.S. Department of the Treasury](#)
- [Coalition on Homelessness & Housing in Ohio](#).

The Supreme Court has developed a [web page](#) dedicated to providing centralized information for individuals who are facing an eviction. Courts are encouraged to place a link to this web page on their website. Additionally, cards are available with a QR code of this web page for courts to place in their clerk of court’s office and around the courthouse. Courts and clerks of court will receive these cards. Additional cards will be mailed upon request.

### **Media Campaigns**

The National Center for State Courts will customize [public service announcement videos](#) with a court’s logo and links to its local community action agencies at no cost. These videos are available in English with subtitles in other commonly used languages and can be placed on the court’s website.

The [Housing Insecurity Media Toolkit](#) developed by the Consumer Financial Protection Bureau is another valuable resource. This toolkit contains language, graphics, and videos about rental assistance and housing support that can be customized and inserted into publications, social media posts, blogs, or other marketing efforts to connect parties to resources.

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<sup>27</sup> See *Appendix F: Eviction Help Information Card*.

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## STRATEGIES FOR COLLABORATION

The end of the eviction moratorium has heightened the sense of urgency to connect parties to rental assistance. The federal government has allocated millions of relief dollars, but there seems to be a significant portion of the public that is unaware of the help available, despite the efforts of housing advocates and governmental agencies to spread the word. Early intervention is the linchpin to preserving tenancy. While the court cannot directly disburse relief dollars to parties, there are a variety of ways in which the court can help connect them to assistance.

### Invite Partners to Be Present at Court

Courts can allocate space in the courthouse for representatives of local community action agencies and legal aid organizations to be present at court during the time (and prior to eviction hearings) in which eviction actions are held. This provides parties with direct access to available resources prior to an eviction hearing. Should the litigant be eligible for rental assistance, the litigant would be able to complete (or at least start) the application process, potentially obtain legal advice and/or counsel, and request a continuance until the application is completed and processed.

In 2017, the Legal Aid Society of Columbus launched the Tenant Advocacy Project, which includes legal aid staff committed to having a daily presence at eviction court, along with non-legal specialists who connect tenants and landlords with resources and services that help preserve the tenancy.<sup>28</sup> In response to the emergency rental-assistance efforts, Franklin County Municipal Court also has IMPACT Community Action present in its courthouse. Additionally, the Cincinnati-Hamilton County Community Action Agency soon will have representatives at its local municipal court.

Courts also should consider alternative ways to allow these organizations to be present should space not allow for additional individuals in the courthouse or if the court is conducting remote hearings. Cleveland Municipal Housing Court, for example, permits legal aid attorneys to participate in its virtual hearings. Parties are made aware when they log onto Zoom that they may speak to attorneys in a private break-out room. The same concept for online dispute resolution is available; the platform allows for third parties to participate.



**BEST PRACTICE TIP:** Courts should allocate space for community action agencies and legal aid organizations in the courthouse during evictions hearings. If the court utilizes remote hearings, it can provide parties the opportunity to meet with these organizations via a separate, virtual break-out room.

### Share Eviction Data

Courts can share eviction case filing data with their local community action agencies. This allows CAAs to have real-time information about increased eviction activity. If there are a large number of filings in a particular residential complex or by a specific landlord, CAAs can target their outreach efforts to specific tenants and landlords.

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<sup>28</sup> Columbus Bar Association, *Tenant Advocacy Project (TAP): Serving Columbus' Underserved Tenants*, April 25, 2017)

[https://www.cbalaw.org/CBA\\_PROD/Main/News\\_Items/TAP\\_Project\\_Serving\\_Columbus\\_Underserved\\_Tenants.aspx](https://www.cbalaw.org/CBA_PROD/Main/News_Items/TAP_Project_Serving_Columbus_Underserved_Tenants.aspx) (accessed Aug. 30, 2021).

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### **Raise Awareness of Available Resources**

Courts can play a role in increasing communication of available resources and the eligibility criteria of those resources to tenants and landlords. Heightened awareness is necessary to prevent evictions from occurring. Courts can develop fliers with rental assistance information, eligibility requirements, and contact information and place them in the clerk of court's office, courthouse, self-help centers, and on their websites. Courts also can encourage community partners to launch their own awareness campaigns.

Courts can partner with the following community organizations and entities for outreach:

- Food pantries
- Faith-based organizations
- Schools
- Child care facilities
- Local treatment providers
- Vaccination sites
- Ohio Department of Rehabilitation & Corrections (re-entry coordinators)
- Ohio Department of Job & Family Services county agencies
- Parks and Recreation facilities
- Public Housing Authority sites.

Similarly, courts can include information about available rental assistance, CAAs, and legal aid with the eviction notice and summons. As mentioned earlier, it is imperative that parties receive this information prior to coming to court if possible.

Courts can also directly reach out to landlords, including landlord associations or landlords with multiple apartments, and tenants about available resources. Franklin County Municipal Court conducts monthly roundtables with property managers and landlords to educate them on available rental assistance and assist with the application process. Additionally, Cleveland Metropolitan Housing Court held a virtual housing clinic for tenants to discuss resources. These are venues where the court can directly share information with the parties about rental assistance and legal services that can be utilized prior to the eviction hearing.

### **Encourage Collaboration Among Community Partners**

Courts can facilitate a meeting with CAAs, legal aid organizations, housing advocates, landlord associations, and other relevant stakeholders. This helps to ensure all relevant partners are informed about the efforts being made in the community. It also helps courts become more informed about the eligibility requirements for rental assistance and housing stability efforts available in their community. These conversations also should include dialogue on identifying resources for individuals who have been evicted so they are able to secure new housing.



**BEST PRACTICE TIP:** Courts should convene community stakeholders so that partners are able to provide a coordinated relief effort to provide resources to those facing evictions, as well as those individuals who lost their housing.

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## RESOURCES

There are numerous resources available for local courts, both at the state and national level, highlighting preventative strategies, ways to handle an influx of cases to avoid a backlog, and best practices for connecting parties with resources and rental assistance funds.

### General Eviction Information

- [Evictions Report & Recommendations](#), Supreme Court of Ohio (July 2020)
- [Strategies for Addressing a Backlog of Eviction Cases Bench Card](#), Supreme Court of Ohio
- [Tiny Chat: Evictions](#) National Center for State Courts
- [Tiny Chat 51: Evictions \(What's Next?\)](#), National Center for State Courts
- [Tiny Chat 59: Fair Housing](#), National Center for State Courts
- [Stout National Eviction Estimates](#)

### Eviction Diversion

- *National Center for State Courts Webinars*
  - [Spotlight on Eviction Diversion Programs: Part 2](#) (Sept. 15, 2020) – This webinar discusses the CDC Eviction Moratorium and highlights programs in Michigan and Cook County Circuit Court.
  - [Handling High Volume Dockets: Spotlight on Eviction Diversion Programs](#) (June 16, 2020) – This webinar showcases Michigan’s program.
  - [Policy Briefing from the Consumer Financial Protection Bureau](#) (April 28, 2021)
  - [Tiny Chat 49: Eviction Diversion](#)
  - [Tiny Chat 23: Navigators](#)
- [HUD Approved Housing Counseling Agencies](#), U.S. Department of Housing & Urban Development
- [Eviction Diversion Promising Practices](#), U.S. Department of Treasury
- [Texas Eviction Diversion Program \(TEDP\) \(state.tx.us\)](#)
- [City of Richmond Eviction Diversion Program](#)
- [Louisville-Jefferson County Eviction Diversion Program](#)

### Increasing Public Awareness

- The National Center for State Courts will customize [public service announcement videos](#) with a specific court logo and links to local community action agencies at no cost. These videos are available in English with subtitles in other commonly used languages and can be placed on the court’s website.
- [Tiny Chat 58: Rental Assistance PSA](#) National Center for State Courts
- [Housing Insecurity Media Toolkit](#), Consumer Financial Protection Bureau – This toolkit contains language, graphics, and videos regarding rental assistance and housing support that can be inserted into publications, social media posts, blogs, or other marketing efforts to connect parties to resources.
- [Houston-Harris County Emergency Rental Assistance Program](#)

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## Rental Assistance

- [FAQs: U.S. Department of the Treasury](#) – Frequently asked questions and answers to the U.S. Department of Treasury’s updated guidance on Aug. 25, 2021, about eligibility requirements for ERA funds.
- [Consumer Financial Protection Bureau Rental Assistance Tool](#) – This tool identifies rental assistance programs within a specific location. It also has resources regarding eviction prevention and steps to take when an eviction is pending.
- [For Renters: Worried about missed rent payments or eviction? Help is available](#), Consumer Financial Protection Bureau – This summary can be distributed at the clerk of court’s office.
- [For Landlords: Squeezed between missed rental income and bills you owe? Help is available](#), Consumer Financial Protection Bureau – This summary can be distributed at the clerk of court’s office.
- [Rental Assistance for Tenants Facing Eviction Webinar](#), Ohio Judicial College, July 30, 2021 – This webinar featured a panel discussion with representatives of local community action agencies and legal aid organizations from across the state. The panelists discuss their efforts to connect landlords and tenants with rental assistance funds, achieve speedy resolution of disputes, and keep tenants in stable housing.
- [National Housing Law Project Resources](#) – This site provides resources on federal housing programs.
- [Virginia Rental Relief Program](#)
- [San Antonio Emergency Assistance Program](#)
- [Evaluating the Effectiveness of the Emergency Assistance Program in Texas](#)

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## CONCLUSION

As the number of eviction cases presumably rising with the end of the CDC moratorium, this toolkit outlined a number of strategies courts can employ to prevent a backlog of cases from occurring. Best practice is for courts to divert litigants from potential eviction and instead divert tenants and landlords to emergency rental assistance. Courts can accomplish this through a court diversion program or the use of mediation. They also can utilize housing navigators or counselors to connect parties to available resources.

Parties need to know that relief is available, and they need time to apply for and receive those funds. Courts can help on both fronts by getting information to parties before an eviction action is filed and then allowing time for the rental-assistance process to occur. Early intervention is essential to preserving tenancy. The sooner tenants and landlords become aware that relief funds are available, the higher the likelihood that a formal action will not be filed.

Courts can distribute rental-assistance information to community organizations or launch media efforts to raise awareness. They also can include this information with the eviction notice and summons, as well as allow community action agencies and legal aid organizations to be present at the courthouse during eviction hearings. While they are not the direct provider of relief funds, courts can serve as an important conduit to link parties with available resources to help prevent the loss of housing for tenants and the loss of rental income for landlords. It is the hope that these preventative measures will ward off future housing instability and financial hardships for Ohioans struggling to deal with the consequences of the COVID-19 pandemic.



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## Appendix A

### LANDLORD - TENANT AND EVICTION MEDIATION FRAMEWORK

**The principles underlying the landlord-tenant and eviction mediation framework include:**

- Communicating with stakeholders regarding the availability of dispute resolution options for (i) landlords preparing to pursue, or pursuing, debt collection and eviction efforts, and (ii) tenants paying into escrow, behind in their rent, facing the threat of eviction, or in the eviction process. These options could provide for improved, flexible, less-expensive and less-time-consuming outcomes for tenants facing hardships and landlords seeking to avoid lost rental income and prolonged debt-collection efforts.
  - The tenant and any signatories to the lease is considered the defense.
  - The landlord or representative is considered the plaintiff.
- The willingness of a court to offer mediation at various stages in the eviction process, including: (i) pre-filing mediation for escrow; (ii) prior to the “three-day notice” required by R.C. 1923.04; (iii) between the time of the three-day notice and the filing of an eviction complaint; (iv) on the day of the scheduled eviction hearing; or (v) after the hearing.
  - This would require (i) a cooperative relationship with the landlord community and (ii) educating tenants regarding the availability of dispute resolution options.
- Identifying the necessary participants to the mediation.
  - On the defendant side is the tenant and any signatory(ies) to the lease agreement. But are there other stakeholders, such as family members or support persons?
  - On the plaintiff side is the landlord or the landlord’s representative.
- Identifying the range of outcomes. At one end of the range, the tenant is able to remain in possession of the premises and at the other end of the range, the tenant must vacate the premises.
  - Are the parties able to negotiate a “pay-and-stay” agreement where the tenant remains in possession?
  - Is the tenant able to become current on the rental obligation through a short-term forbearance or forgiveness while the tenant gets “back on his/her feet?”
  - If there are no circumstances under which the tenant can remain in possession of the premises, are the parties able to negotiate a “tenant move-out” agreement where the tenant voluntarily surrenders possession?
  - If the tenant can no longer afford to stay, an orderly and humane process for vacating the premises (and perhaps providing resources for alternative living arrangements).

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- In rent-escrow matters, arrangements for the distribution of rent held in escrow, a continuation or end to the landlord-tenant relationship, and/or a plan for the payment of rent upon the making of repairs by the landlord.
  - An outcome in which judgment is not entered against the tenant and/or an eviction does not appear on the tenant's credit score.
  - An understanding of the cause(s) of the non-payment of rent. For example:
    - Unemployment, or reduction in working hours
    - Unexpected increase in expenses (e.g., medical, car repair)
    - Change in family status
    - Increase in rent
  - Understanding the causes of action that can be pursued, or are being pursued, by the landlord, the alternative outcomes of each cause of action, and any defenses or counterclaims available to the tenant.
  - Identifying the applicable legal principles, including, but not limited to, R.C. 1923 and applicable state and federal anti-discrimination laws.
  - Identifying mediators and training them to understand and assist in the resolution of the eviction efforts:
    - Providing training about the eviction process
    - Providing education regarding the range of outcomes available
    - Providing training about the impact of the CARES Act
    - Reiterating training on mediation fundamentals.

#### References

R.C. 1923 - <http://codes.ohio.gov/orc/1923>

[Central Ohio Community Mediation Services – Housing Disputes; communitymediation.com/mediation/mediation-for-individuals/housing\\_disputes/housing-stabilization-homelessness-prevention-program.html](http://communitymediation.com/mediation/mediation-for-individuals/housing_disputes/housing-stabilization-homelessness-prevention-program.html)

Ohio Poverty Law Center:

<https://www.ohiopovertylawcenter.org/>

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## LANDLORD-TENANT AND EVICTION MEDIATION SAMPLE FORMS

### Table of Forms

The following are sample forms offered to municipal courts and local bar associations around Ohio for the operation of landlord-tenant and eviction mediation.

Form 1. Forbearance Agreement

Form 2. Agreement to Voluntarily Vacate

Form 3. Mediated Agreement to Vacate and Judgment for Plaintiff

Form 4. Mediated Agreement to Vacate – No Judgment for Plaintiff

Form 5. Mediated Agreement to Payment Plan and to Vacate

Form 6. Mediated Agreement to Payment Plan and to Vacate – Judgment for Plaintiff

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Form 1. Forbearance Agreement

**FORBEARANCE AGREEMENT**

**THIS FORBEARANCE AGREEMENT** was made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) for the premises commonly known as \_\_\_\_\_ (“the Premises”);

1. Tenant acknowledges an obligation under the Lease to pay Landlord rent in the amount of \$ \_\_\_\_\_ per month;
2. Tenant acknowledges that he or she has failed to pay rent as required by the lease agreement;
3. Due to COVID-19, Tenant has experienced financial issues that prevented him or her from paying his or her rent on time or in full as required by the lease or rental agreement;
4. The Landlord and Tenant agree that as of the date of this agreement, written above, the tenant owes the landlord \$ \_\_\_\_\_ in rent, which includes rent through the month of \_\_\_\_\_ and waive late fees and other administrative fees.
5. Tenant agrees to make the payments as listed below, and Landlord agrees to accept them, to avoid Landlord exercising its remedies under the Lease and filing an eviction action, in consideration of the execution of this Agreement;
6. Tenant understands that if he or she does not follow the terms of this Agreement, Landlord may exercise its remedies under the Lease, including eviction; and

**SECTION 1.** Tenant shall pay the following Amount(s) on the following date(s):

	<b>Amount</b>	<b>Date Due</b>
1.	\$ _____	_____
2.	\$ _____	_____
3.	\$ _____	_____

Payment may be made in the following form(s) (e.g. money order, check from 3rd party agency, etc): \_\_\_\_\_

Payment shall be made in the following manner: (e.g. picked up by landlord, mailed, etc): \_\_\_\_\_

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Tenant and Landlord agree that acceptance of partial payment (if any) will not constitute a waiver to proceed with its remedies under the Lease. Tenant understands that he or she will continue to be liable for the amount of all charges due under the full term of the Lease.

The parties' lease remains in effect. Payment of charges under the Lease shall be due and accepted per the terms of the Lease. If payment is late, Landlord may refuse late payment and exercise its remedies under the Lease. This Agreement does not change the date upon which rent is due for future rent.

**SECTION 2.** If Tenant violates Section 1 of this Agreement, Tenant agrees that Landlord is entitled to exercise its remedies under the Lease, including but not limited to, filing an eviction action. The Landlord acknowledges that it cannot lock the tenant out, terminate the tenant's utilities, or seize the tenant's personal property to force the tenant to move.

**SECTION 3.** In the event an eviction action is filed against Tenant, Landlord may attach this Agreement to the Complaint as Tenant's acknowledgment that rent was past due as of the date this Forbearance Agreement was signed by Tenant.

**SECTION 4.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile or scanned version of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

**IN WITNESS WHEREOF**, and have hereunto caused this Agreement to be executed as of the date first above-written:

Tenant:

Duly Authorized Agent of Landlord

BY:

---

Form 2. Agreement to Voluntarily Vacate

**AGREEMENT TO VOLUNTARILY VACATE**

**THIS AGREEMENT TO VOLUNTARILY VACATE** was made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) for the premises commonly known as \_\_\_\_\_ (“the Premises”);

1. Tenant acknowledges an obligation under the Lease to pay Landlord rent in the amount of \$ \_\_\_\_\_ per month;
2. Tenant acknowledges that he or she has failed to pay rent as required by the lease agreement;
3. Due to COVID-19, Tenant has experienced financial issues that prevented him or her from paying his or her rent on time or in full as required by the lease;
4. The Landlord and Tenant agree that Tenant will voluntarily surrender possession and/or relinquish keys to the premises on [DATE] by which time Tenant will have removed any personal property on the premises.
5. Tenant authorizes the Landlord to regain possession, change locks, and remove and/or discard any and all personal property that remain on the premises after [DATE listed in #4 above] after which date the Landlord shall have exclusive right to possession of the premises to the exclusion of all others. After the move out, Tenant needs reasonable time for storage and pick up of these possessions: \_\_\_\_\_.
6. Tenant expressly relinquishes possession of any and all belongings that may be left in the premise, unless otherwise agreed to by the parties and represents to Landlord that no one has authority to have possession of the premises at this time other than Landlord.
7. In consideration of this Agreement to Voluntarily Surrender the premises and personal property, Landlord agrees not to file an eviction action for possession, or if an eviction action was filed prior to the date of this agreement, Landlord agrees to dismiss any pending eviction for possession.
8. If after a complaint is filed, the Landlord agrees not to object to any request by Tenant to seal the eviction record or to vacate the eviction.
9. Tenant understands that if he or she does not follow the terms of this Agreement, Landlord may exercise its remedies under the Lease.
10. This agreement does not waive any rights that the Landlord may have against the Tenant by virtue of any default under the lease between the parties.

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**IN WITNESS WHEREOF**, and have hereunto caused this Agreement to be executed as of the date first above-written:

Tenant:

Duly Authorized Agent of Landlord

BY:

TITLE:

---

Form 3. Mediated Agreement to Vacate and Judgment for Plaintiff

**MEDIATED AGREEMENT TO VACATE AND JUDGMENT  
FOR PLAINTIFF**

**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_ Date: \_\_\_\_\_  
Plaintiff(s)

vs.

\_\_\_\_\_ Case No: \_\_\_\_\_

\_\_\_\_\_ Defendant(s)

**PARTIES AGREE:**

1. Defendant and tenant must stipulate to the grounds for eviction. While the parties are free to agree to move out, it cannot be enforced by court order or writ of restitution without a court order making the determination based upon evidence on stipulation of grounds.
2. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.
3. Defendant / Plaintiff will return / pick up keys on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ as follows:  
\_\_\_\_\_
4. If Defendant vacates as agreed, Plaintiff will file a motion to vacate judgment by \_\_\_\_/\_\_\_\_/\_\_\_\_.
5. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.
6. Nothing this agreement shall prevent Plaintiff from extending the Defendant's time to remain at the rental premises.

\_\_\_\_\_ Signature - Plaintiff(s)

\_\_\_\_\_ Signature – Defendant(s)

\_\_\_\_\_ Phone #:

\_\_\_\_\_ Phone #:

\_\_\_\_\_ Email:

\_\_\_\_\_ Email:

---

Form 4. Mediated Agreement to Vacate – No Judgment for Plaintiff

**MEDIATED AGREEMENT TO VACATE – NO JUDGMENT  
FOR PLAINTIFF**

**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s) Date: \_\_\_\_\_

vs.

\_\_\_\_\_  
Defendant(s) Case No: \_\_\_\_\_

**PARTIES AGREE:**

1. The hearing is continued to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at 9:00 am in Courtroom \_\_\_\_.
2. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.
3. Defendant / Plaintiff will return / pick up keys on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ as follows:  
\_\_\_\_\_.
4. If Defendant vacates as agreed, neither party is required to appear at the hearing and the Court will dismiss the First Cause of Action as moot.
5. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to proceed with hearing on claim for forcible entry and detainer.
6. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.
7. Nothing in this agreement shall prevent the Plaintiff from extending the Defendant's time to remain at the rental premises and exceed the court hearing.

_____ Signature - Plaintiff(s)	_____ Signature – Defendant(s)
_____ Phone #:	_____ Phone #:
_____ Email:	_____ Email:

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**MEDIATED AGREEMENT TO PAYMENT PLAN AND TO VACATE,  
NO JUDGMENT FOR PLAINTIFF**

**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s) Date: \_\_\_\_\_

vs.

Case No: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**PARTIES AGREE:**

1. The hearing is continued to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_:\_\_\_\_ am in Courtroom \_\_\_\_ to allow Defendant to make scheduled payments.

2. Defendant must make payments to Plaintiff according to the following schedule:

- A. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- B. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- C. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- D. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- E. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- F. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- G. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- H. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- I. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- J. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

3. By \_\_\_\_ am / pm on each due date, Defendant will deliver / mail, each payment to:

\_\_\_\_\_

4. Payment will be in the form of cash, check, money order, or \_\_\_\_\_.

5. If Defendant vacates as agreed, neither party is required to appear at the hearing and the Court will dismiss the First Cause of Action without prejudice.

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6. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to proceed with the hearing or claim for Forcible Entry and Detainer of the Premises and Defendant must explain nonpayment.

7. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

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Signature - Plaintiff(s)

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Signature – Defendant(s)

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Phone #:

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Phone #:

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Email:

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Email:

FORM 6. Mediated Agreement to Payment Plan and to Vacate - Judgment for Plaintiff

MEDIATED AGREEMENT TO PAYMENT PLAN AND TO VACATE - JUDGMENT FOR PLAINTIFF IN THE MUNICIPAL COURT

COUNTY, OHIO

MEDIATED AGREEMENT

Plaintiff(s) Date:

vs.

Defendant(s) Case No:

PARTIES AGREE:

- 1. Defendant and tenant must stipulate to the grounds for eviction. While the parties are free to agree to move out, it cannot be enforced by court order or writ of restitution without a court order making the determination based upon evidence on stipulation of grounds.
2. Defendant will vacate the premises on or before \_\_\_ / \_\_\_ / \_\_\_ by \_\_\_ : \_\_\_\_\_.
3. Defendant will vacate the premises on or before \_\_\_ / \_\_\_ / \_\_\_ by \_\_\_ : \_\_\_\_\_.
4. Defendant / Plaintiff will return / pick up keys on \_\_\_ / \_\_\_ / \_\_\_ as follows:
5. Defendant will make payments to Plaintiff according to the following schedule:
B. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_ B. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_
D. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_ D. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_
F. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_ F. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_
H. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_ H. \$ \_\_\_\_\_ due on \_\_\_ / \_\_\_ / \_\_\_
6. By \_\_\_ am / pm on each due date, Defendant will deliver/mail, each payment to:
7. Payment will be in the form of cash, check, money order, check, or \_\_\_\_\_.
8. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.
9. Nothing in this agreement shall prevent the Plaintiff from extending the Defendant's time to remain at the rental premises and exceed the court hearing.

Signature - Plaintiff(s) Signature - Defendant(s)
Phone #: Phone #:
Email: Email:

## EVICION SETTLEMENT SESSIONS

### MUNICIPAL COURTS - EVICTIONS

To: All Judges, Bar Presidents, Magistrates, and Court Administrators

#### SETTLEMENT SESSIONS

With the outbreak of the coronavirus disease, courts have been impacted in their ability to handle normal litigation loads and are developing new ways to meet the needs of the public in providing a fair, impartial, and speedy resolution of cases without unnecessary delay, especially evictions.

One solution is to conduct settlement sessions. A settlement session is a bench-bar collaboration using volunteer mediators to resolve pending eviction cases. First popularized as Settlement Week in Columbus, Ohio in 1986, Settlement Events mesh the supply of experienced mediators or experienced trial lawyers trained in mediation, (“mediators”) with the demand posed by backed-up pending eviction cases in need of resolution, and to speed resolution so eviction dockets stay current.

**How does it work?** Eviction cases are identified for mediation before a first hearing in Municipal Court, or at the initial hearing stage where the right to immediate possession is determined. Mediators volunteer their time and are assigned to resolve eviction cases for a morning or afternoon session.

**How are the cases assigned?** Eviction cases are already on a separate docket for immediate hearings before a judge or magistrate. The volunteer mediators are assigned to cases either before or at that hearing. As to the mechanics of assignment, using the court’s existing case scheduling mechanism can avoid reinventing the wheel and save the cost of creating a duplicate system.

**What about mediation training for the volunteers?** The local bar association can set up mediation training seminars prior to the mediators serving. A good focused introduction to the basics of mediation can be presented in a four- or six-hour format. Offering the course free in return for volunteered time and adding continuing legal education credit are good incentives for volunteers to take the course. Mediators who qualify to mediate for courts under Sup.R. 16.23 generally would meet training requirements for settlement sessions. Consistent with the ABA Model Standards of Conduct for Mediators, mediators should mediate only when the mediator has the necessary competence to satisfy reasonable expectations of the parties. The Dispute Resolution Section at the Supreme Court of Ohio will assist with making uniform training resources available to Ohio courts and bar associations.

**Are the judges involved?** Other than selecting cases, no. Local trial judges should encourage and promote mediation efforts of the volunteers. The volunteer mediators can engender candor and a “cards-on-the-table” approach to bargaining by assuring they will not communicate information learned in the conference to the trial judge. Ohio’s Uniform Mediation Act, R.C. 2710.01 et

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seq, prohibits substantive communication about the merits between mediator and judge. With volunteer mediators working on civil cases, judges can devote their time to criminal cases and more complex civil matters.

**How do the volunteer mediators learn about the facts of their assigned cases?** Court files can be made available to the mediator, either in paper or online. Because one of the initial stages of the mediation conference is the oral presentations of the parties giving the facts at hand, advance understanding of all alleged facts is not a necessity for mediators.

**How do the judges and their staffs learn the results?** A standard form can be created that provides check-the-box simplicity for reporting results (occurred, settled, terminated, recessed for later discussions, settled in part, etc.) to the court for processing dismissal documents or setting next-step judicial involvement. No standard form should disclose settlement positions by any party, but it may have a line for the amount of an agreed settlement, unless the settlement amount is deemed confidential by the parties.

**Should the mediation conferences be held in the courthouse?** This will depend on local circumstances during or after the pandemic. Given that public buildings may not be fully open for public access, it may be advantageous to hold the conferences by video conference, phone, or at an alternate agreed-upon location.

**How will the volunteers conduct conferences if courthouse access is limited due to the pandemic?** The volunteer mediators may use several mechanisms as they see fit. If their office has a conference room that is big enough and they can maintain social distancing, and provided that their office regularly accommodates public guests with appropriate safety and security considerations, then they may use their offices. The advantages of holding mediations in the volunteers' offices are flexibility of scheduling and a more relaxed atmosphere, which can be conducive to open discussions. The mediation can be conducted by one or a series of telephone conference calls. The mediators also may use video conferencing, which has the advantage of no-contact safety, reduced or no travel, and no need to sanitize a conference room(s) before and after.

**How are video conferences conducted?** The volunteer mediators may use any videoconferencing platform provided or approved by the court, such as Zoom, Meet, Go-To-Meeting, Web-Ex, FaceTime, Microsoft Teams, etc. Mediators must be proficient in using the chosen video-conferencing platform, including security settings. Resources for online mediation are available through the Supreme Court of Ohio Dispute Resolution Section or the video-conferencing platform.

**When should settlement sessions for evictions be held?** Mediation should be available before or at the time of the first hearing in an eviction case, on whatever schedule the municipal court normally holds eviction hearings. Courts and bar associations have seen the benefits of year-round availability of mediation. To catch up after a pandemic shutdown and the resultant stay of eviction hearing, it may be necessary to conduct mediations with many volunteers for a considerable period of time.

**Will mediation training be offered and, if so, what will it consist of?** The Supreme Court's Dispute Resolution Section will work with local courts and bar associations to make available high-quality training in the fundamentals of mediation. A basic course would cover the difference between mediation and arbitration, the essential principles of mediation (such as self-determination,

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mediator neutrality, rational discussion and problem solving, candor, application of Ohio's Uniform Mediation Act), the six stages of mediation, differences in mediation styles, such as facilitative and evaluative, and proper reporting of the outcome. The six stages are: pre-mediation preparation, introduction of people and process, factual discussion, issue identification, generating and selecting solutions (often through use of caucuses), and finalizing outcome and next steps. A standard course would include printed materials, presentation by the instructor(s) with questions from the attendees, a possible video, and role plays when time permits. Eviction mediation training would also cover the statutory eviction process under the Revised Code.

**Are there forms available for settlement sessions?** Yes. Attached to this memo are sample forms to enable a court and bar association to begin the process of planning and operating a settlement session for evictions without "reinventing the wheel." While the Supreme Court of Ohio provides these forms, they are not mandated as are the forms in the Rules of Superintendence. A local court and bar association should feel free to modify the forms as they see fit for local circumstances.

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## SETTLEMENT SESSIONS

### Table of Forms

The following are the suggested forms offered to trial courts and local bar associations around Ohio for the operation of settlement sessions designed for evictions:

Form 1. Joint Bench-Bar Announcement

Form 2. Eviction Settlement Session Standing Order

Form 3. Volunteer Mediator Form

Form 4. Sample Press Releases (Prior to and after events)

Form 5. Sample Volunteer Mediator's Report

Form 6. Sample Bench-Bar Thank-You Letter

Form 7. Instructions on Video Conferencing for Mediators

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## Form 1. JOINT BENCH-BAR ANNOUNCEMENT

To: The Practicing Bar of \_\_\_\_\_ County, Ohio

From: Judge XXXXXXX, Administrative Judge

XXXXXXXXXXXX, Bar Association President

Re: Eviction Settlement Sessions

The Municipal Court and the XXXXXX Bar Association are pleased to jointly announce that they will sponsor eviction settlement sessions in the court [on DATE(s)] [for the foreseeable future]. With the outbreak of the Coronavirus Disease (COVID-19), courts are developing new ways to meet the needs of the public in providing a fair, impartial, and speedy resolution of eviction cases without unnecessary delay.

Settlement sessions use the skill and experience of mediators and local attorneys trained in mediation donating their time and expertise as volunteer mediators. In eviction settlement sessions, the court will assign eviction cases to the mediators so the parties and counsel will have the advantage of negotiating and resolving their cases, if they choose to do so on mutually agreeable terms, with the assistance of trained neutrals. Mediation is a process where a skilled neutral who makes no decision helps the parties and their counsel to negotiate better and analyze their cases more effectively in off-the-record discussions. The volunteer mediators will not report details of the candid discussions to the Court except to indicate the outcome of the talks.

If you are interested in volunteering as a mediator, there will be a free XX-hour training session on (Date, Time, Place). CLE credit will be offered.

It is the hope of both the court and the bar association that you will support this joint effort to improve the local justice system by: (1) screening and directing the court's attention to your eviction cases that are appropriate for mediation, (2) volunteering your time and skill as a mediator to assist your fellow bar members in resolving their cases, and (3) educating and advising your clients and the general public on the value of mediation as a more efficient and less expensive way to resolve cases. Thank you in advance for your efforts to enhance the process of justice in your community and our state.

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Administrative Judge

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Bar President

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## Form 2. EVICTION SETTLEMENT SESSION STANDING ORDER

IN THE MUNICIPAL COURT OF \_\_\_\_\_ COUNTY, OHIO

### Eviction Settlement Session Standing Order

S.O. 1.1. Authority. Pursuant to the Court’s inherent authority to manage its docket, the court hereby issues this Standing Order, which applies to all Eviction Settlement Sessions conferences. All eviction cases filed with this Court, before or after the issuance of this order, shall be considered for and when appropriate referred for mediation.

S.O. 1.2. Preparation. Counsel and parties shall be prepared to negotiate in a mutual, serious effort to reach a fair and reasonable settlement. Counsel for any party asserting a claim for possession shall bring to the first eviction hearing a concise statement, not more than two pages in length, containing: (1) the essential facts of the case, (2) a tabulation of all back rent and other charges currently claimed by the party seeking to recover possession, and (3) a current settlement demand. Counsel for the party seeking possession shall make the summary available to the volunteer mediator, the tenant, and counsel for tenant, if any. These statements shall not be filed with the Clerk of Courts.

S.O. 1.3. Confidentiality. All settlement discussions, including pre-conference statements and follow-up discussions, shall be subject to Ohio Evid.R. 408 and the statutory mediation privileges in the Uniform Mediation Act ORC 2710.01 et seq. Mediation communications, as defined in R.C. 2701.01, are confidential and no one shall disclose any of these communications unless all parties and the mediator consent to disclosure. The court may impose sanctions for disclosures made in violation of this rule.

S.O. 1.4. Attendance. Plaintiffs or their property management company representatives shall directly participate in the mediation conferences in one or more of these methods: (1) in-person presence in a safe conference room with physical distancing, (2) telephone conference call, or (3) video conference. The method or combination of methods used shall be determined by the volunteer mediator.

S.O. 1.5. Follow Up. As follow up discussions are an integral part of the mediation process, the volunteer mediators are authorized to schedule additional conferences as required after Settlement Sessions. Such conferences shall be held in a manner and on a schedule as set by the mediator. The volunteer mediator shall report the results of the follow-up to the court.

S.O. 1.7. Sanctions. Serious or blatant violations of this Standing Order or a failure to meaningfully prepare for and negotiate seriously may lead to the imposition of sanctions in the Court’s sole discretion.

SO ORDERED.

Signed: \_\_\_\_\_ Administrative Judge

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### Form 3. VOLUNTEER MEDIATOR FORM

**IN THE MUNICIPAL COURT OF \_\_\_\_\_ COUNTY, OHIO**  
**VOLUNTEER MEDIATOR FORM**

Please accept me for consideration as a volunteer mediator in the upcoming Eviction Settlement Sessions program.

Name \_\_\_\_\_

Firm/Office \_\_\_\_\_

Address \_\_\_\_\_ City, State \_\_\_\_\_ Zip \_\_\_\_\_

Best Phone ( \_\_\_\_ )—\_\_\_\_\_ Email \_\_\_\_\_

For assignment purposes, please indicate:

I am an attorney  Yes  No

Years in practice: One to five  five to fifteen  fifteen to thirty  over thirty .

I would feel comfortable mediating in eviction cases based on my experience: Yes  No

Prior mediation experience: Law school course work  Law student experience  Bar association training  CLE course  Supreme Court training  Court volunteer

Part of my practice  Major focus of my practice

I would be qualified for more difficult cases: No  Yes

I will attend the free Bar Association mediation training held [Date, Time, Place] No  Yes

I will request a waiver of the training requirement No  Yes

I can be available for assignments (pick one or more):

Monday, Date: Morning  Afternoon  All day

Tuesday, Date: Morning  Afternoon  All day

Wednesday, Date: Morning  Afternoon  All day

Thursday, Date: Morning  Afternoon  All day

Friday, Date: Morning  Afternoon  All day

I am proficient in mediating on a video-conferencing platform:  Yes  No

If Yes, please specify the video-conferencing platform(s) on which you are proficient:  
(Zoom, Microsoft Teams, Facetime, e.g. (list all that apply): \_\_\_\_\_

Other information the Court should know: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_

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## Form 4. SAMPLE PRESS RELEASES (BEFORE AND AFTER THE SESSIONS)

### Sample Press Release Prior to Eviction Settlement Session

#### FOR IMMEDIATE RELEASE

The \_\_\_\_\_ County Municipal Court and the \_\_\_\_\_ Bar Association are pleased to jointly announce that they will sponsor eviction settlement session(s) in the court starting on [Date]. With the outbreak of the Coronavirus Disease (COVID-19), courts have been impacted in their ability to handle normal litigation loads and are developing new ways to meet the needs of the public in providing a fair, impartial, and speedy resolution of cases without unnecessary delay.

The bench and bar will team up with eviction settlement sessions to resolve pending and future cases. An eviction settlement session is a bench-bar collaboration using volunteer mediators to resolve pending cases involving rented property. Settlement sessions mesh the supply of experienced mediators or experienced trial lawyers trained in mediation, (“mediators”) with the demand posed by pending cases in need of resolution.

In eviction settlement sessions, the court will assign cases to the volunteers so the parties and counsel will have the advantage of negotiating and resolving their cases, if they choose to do so on mutually agreeable terms, with the assistance of trained neutrals. Mediation is a process where a skilled neutral, who makes no decision, helps the parties and their counsel to negotiate better and analyze their cases more effectively in off the record discussions. The volunteer mediators will not report details of the candid discussions to the court so that every participant can speak freely in efforts to settle their cases.

[INSERT JUDGE AND BAR PRESIDENT QUOTES HERE]

For further information about eviction settlement sessions, contact [Court contact person name, email, and number] or [Bar association contact person name, email, and number]

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## Sample Press Release after Settlement Session

### FOR IMMEDIATE RELEASE

The \_\_\_\_\_ County Municipal Court and the \_\_\_\_\_ Bar Association are pleased to jointly announce the success of their recent eviction settlement session, held in the court starting on [Date]. Using the talents of [NUMBER] volunteer mediators and attorneys from the bar association, the court was able to settle [NUMBER] pending eviction cases without the need for trials or set outs. A case might settle in a private conference lasting two to four hours, while a trial might take two to four days in court. Additional cases are set for subsequent follow up conferences. The eviction settlement session was a joint bench-bar project utilized in response to the COVID-19 pandemic and the cessation for several months of the civil trial docket for safety reasons.

[INSERT JUDGE AND BAR PRESIDENT QUOTES HERE, ALSO POSSIBLE PARTY AND/OR VOLUNTEER MEDIATOR QUOTES]

During the eviction settlement session, the mediators and local trial attorneys donated their time, skill, and legal expertise as volunteer mediators. In the eviction settlement session, the court assigned cases to the volunteers so the parties and counsel had the advantage of negotiating and resolving their cases, on mutually agreeable terms, with the assistance of specifically trained neutrals familiar with the types of legal issues presented.

Mediation is a process where a skilled neutral, who makes no decision, helps the parties and their counsel to negotiate better and analyze their cases more effectively in off the record discussions.

The volunteer mediators do not report details of the candid discussions to the court so that every participant could speak freely in efforts to settle their cases.

For further information about eviction settlement sessions, contact [Court contact person name, email, and number] or [Bar association contact person name, email, and number]



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## Form 6. SAMPLE BENCH-BAR THANK-YOU LETTER

### LETTERHEAD

\_\_\_\_\_ COUNTY MUNICIPAL COURT

Dear Counselor/Mediator:

On behalf of the judge[s] of the Court and the members of our bar association, please let us extend our most sincere appreciation to you for your recent service as a volunteer mediator in eviction settlement session. Through your efforts and those of your peers, the court, as of this writing, was able to settle \_\_\_\_\_ cases out of \_\_\_\_\_ scheduled, for a success rate of \_\_\_ percent. Many other cases were moved closer to eventual settlements. Your follow-up efforts, which we encourage, may further enhance those numbers.

Beyond the simple fact of easing the docket adversely affected by the pandemic, your mediation efforts have fostered a greater sense of cooperation and collaboration within the local legal profession. We are confident that the increased use of mediation will aid the caseload and promote justice through time efficient resolution of cases in the future.

Your volunteer service has upheld the highest ideals of the legal profession. We hope that you have experienced the personal satisfaction of being a legal peacemaker. Once again, we thank you for your time and expertise in the eviction settlement session.

Sincerely,

\_\_\_\_\_  
Administrative Judge

\_\_\_\_\_  
Bar Association President

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## Form 7. INSTRUCTIONS ON VIDEO CONFERENCING FOR MEDIATORS

- [sc.ohio.gov/coronavirus/resources/onlineMediationPracticalGuidance042720.pdf](https://sc.ohio.gov/coronavirus/resources/onlineMediationPracticalGuidance042720.pdf)
- [sc.ohio.gov/coronavirus/resources/securitySafetyTips042720.pdf](https://sc.ohio.gov/coronavirus/resources/securitySafetyTips042720.pdf)

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## Appendix C

# TENANCY PRESERVATION: INFORMATION FOR TENANTS

### Rental Lease

A residential lease, often called a rental agreement, is a binding contract between the landlord and the tenant. It is for BOTH parties. The contract can be oral or written and it establishes or modifies the terms, conditions, and rules concerning one of the party's use and occupancy of a residential premises.

A lease may create a tenancy from week to week, month to month, year to year, or any other amount of time agreed upon by both parties. For the protection of both landlord and tenant, it is a good idea to make it clear how the lease may be terminated.

If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the first day of the next term. Both parties may end a month-to-month tenancy by giving the other party at least 30 days' notice before the end of the current monthly term.

Most residential leases include the following information:

- Names of the tenant and landlord
- Address of the rental unit
- Date the agreement is entered into
- Address and telephone number of the landlord or landlord's agent
- Date the tenancy will start
- Tenancy period (e.g., weekly, monthly, or other basis)
- Terms for what happens at the end of the tenancy period
- Amount of rent and when rent is due
- Terms and conditions of occupancy
- What services and facilities are included in rent
- Amount of security deposit or pet deposit required, and the date it must be paid.

Generally, the landlord prepares the lease. For this reason, a court will usually decide any confusing or unclear terms against the landlord and in favor of the tenant.

## Tenant Rights & Responsibilities

A tenant has the following rights and responsibilities:<sup>28</sup>

YOUR RIGHTS AS A TENANT	YOUR RESPONSIBILITIES AS A TENANT
You have the right to complain to a governmental agency if your landlord violates housing laws or regulations affecting health and safety. <sup>29</sup>	Keep the premises safe and sanitary. Dispose of all garbage in a safe and sanitary manner.
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, then 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.	Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs or show the property to prospective buyers or renters.
You have the right to join with other tenants to bargain with your landlord about lease terms.	Keep plumbing fixtures in the dwelling unit as clean as their condition permits. Operate all electrical and plumbing fixtures properly.
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 at the beginning of your tenancy if the lease is oral.  If your landlord fails to provide this information, you do not have to notify your landlord before you escrow your rent with the court. The county auditor also maintains records on the owners of residential properties.	Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.  Not intentionally or negligently destroy, deface, damage or remove any fixture, appliance or other part of the premises, or allow your guests to do so.
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.	Comply with the standards imposed by all state and local housing, health, and safety codes.
If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.	Not disturb or allow your guests to disturb your neighbors.

<sup>28</sup> Garfield Heights Municipal Court, *Renting Basics*. <https://www.ghmc.org/renting/renting-basics/rights-and-responsibilities> (accessed June 25, 2020).

<sup>29</sup> United States Department of Housing & Urban Development, List of Fair Housing Agencies in Ohio: [hud.gov/states/ohio/working/theo/fhagencies](http://hud.gov/states/ohio/working/theo/fhagencies) (accessed June 25, 2020).

Within 30 days after receiving a written complaint from you about the premises, the landlord must make appropriate repairs. The landlord must remedy conditions that significantly affect health and safety in fewer than 30 days and must act immediately in the case of emergency.	Not allow controlled substances (such as drugs) to be present on the property.
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 may have the right to escrow your rent.	Not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool or child daycare center.

## Evictions Overview

Evictions occur when a landlord seeks to remove a tenant from a rental property. The eviction process, sometimes called an action in *forcible entry and detainer*, is set forth in Ohio Revised Code Chapter 1923. The procedures must be strictly followed in order to have a writ of restitution granted and the tenant ordered to move.

Eviction cases often are complex matters that may involve federal law, state law, and local ordinances. The law sets out procedures that must be strictly followed in order to have a writ of restitution granted. The same law also gives both the landlord and tenant certain rights and responsibilities. It is strongly recommended that tenants consult lawyers to protect their rights during eviction cases. See the *Frequently Asked Questions for Tenants* below for answers to common questions.

Landlords and tenants are encouraged to discuss their problems to try to resolve their dispute prior to filing an eviction case. If a tenant and landlord are interested in resolving their disagreement, but could use some help, they are encouraged to check with their local court to see if mediation services are offered.

If the parties cannot reach an agreement, the landlord must give two types of notices to the tenant to leave the rental unit before going to court to file an eviction case.

### Notices to the Tenant Before an Eviction Can Be Filed

In almost all cases, a landlord must give the tenant a written **3-day notice** to leave the premises. The notice must inform the tenant of the landlord's intent to file an eviction action and state the reason the tenant is being asked to leave the premises.

This type of notice must contain two things:

- The notice must make it clear to the tenant that the landlord will begin an eviction action and provide the reason(s) why the tenant is being asked to leave.
- In cases involving all residential premises, the 3-day notice must contain this exact language: "You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it

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is recommended that you seek legal assistance.” This required language must be conspicuous in the notice so that it is seen by the tenant. Some ways a landlord can make this language conspicuous is by printing it in larger type than the other language in the notice, by surrounding it with a border, and by printing it in bold and different typeface.

The notice must be delivered to the tenant by one of the following methods:

- By sending a written copy by certified mail with a return receipt requested.
- By handing a written copy of the notice to the tenant in person.
- By leaving a written copy at the defendant’s usual place of residence; if a multi-unit, the specific suite is required and it is not permitted to leave the written copy at the front entrance to an apartment building.
- By leaving a written copy at the place from which the tenant is to be evicted.

Upon receipt of the notice, the tenant has three days to vacate the property. The landlord is not permitted to file an eviction action with the court until that three days expires.

### **Notice to Terminate**

There are at least two circumstances in which a landlord must serve a notice on a tenant before the 3-day notice (R.C. 1923.04: 1) does not include the day notice is served; and 2) does include intervening Saturday, Sunday or holiday):

- When the landlord decides not to renew a month-to-month tenancy; and
- When the tenant fails to fulfill an obligation under Ohio law that materially affects health and safety, such as failure to maintain the premises in a clean and pest free condition.

#### **1) Non-renewal of month to month tenancy**

If a landlord does not wish to renew a month-to-month tenancy, the landlord must give the tenant notice at least 30 days prior to the rental date. There is no special language required in this notice. The 30-day notice is served in the same manner as the 3-day notice. After the 30 days pass, the tenancy expires; on the next periodic rental date, the landlord may give the tenant the 3-day notice. The notices do not run concurrently; separate time for each notice is required.

#### **2) Failure of tenant to fulfill obligations that materially affects health and safety**

If a tenant fails to fulfill one or more of their duties under Ohio law and that failure materially affects health and safety, then the landlord may give the tenant a 30-day notice explaining the tenant’s failure. The notice must be specific enough for the tenant to understand the conditions about which the landlord is concerned. The tenant then has 30 days to correct the condition(s). If the tenant does not correct the condition during the 30-day period, then the landlord may give the tenant a 3-day notice.

If the premises in issue are subject to a federal subsidy or commonly known as “Section 8 housing,” the landlord must comply with the notice requirements set by federal laws and/or regulations, in addition to giving the 3-day notice to leave the premises required in Ohio. There potentially are three different time periods for notices of termination of a tenancy under federal law.

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If during the court process the parties are able to reach an agreement outside the court, then they must notify the court **in writing before their next hearing date**.

### Filing the Eviction Complaint & Service of Summons

The landlord will file a *complaint* with the clerk of courts to initiate an eviction action. The court then will serve the tenant with a copy of the complaint and the *summons*, an order to go to court. This is called *service of process* and is the way a tenant is notified that the landlord has proceeded and filed the eviction action. The tenant must be served for the case to go forward.

Service of the complaint and summons for eviction pursuant to R.C. 1923.06 should be:

- 1) Ordinary mail required **and** by instructions from plaintiff, either:
  - 2) Personal or residential service.
    - a) Personal delivery to the tenant, or
    - b) Delivery to person of suitable age and discretion at rental premises if tenant is not available, or
    - c) Posted at premises in conspicuous place if tenant or other person of suitable age and discretion is not at premises.

Or

- 3) Certified mail.

### Preparing for the Hearing

Tenants should organize their testimony and arguments so the court can understand the facts. It is best to write down the facts in chronological order so they can be explained to the court in an orderly manner on the day of trial.

Gather evidence that is related to the facts that help prove the tenant's claim. **Evidence** may include the relevant testimony of witnesses, original documents, or acceptable copies of documents. Some examples of evidence include contracts, receipts, public records, authenticated business records, photographs, and tangible items (anything you can hold or touch). No photos on cell phones or affidavits from other tenants are permitted. The court keeps any documents the magistrate accepts as evidence in the court file. If a document is offered as evidence, the tenant should bring: (1) the original, (2) a copy for each party in the case, and (3) a copy for his/her own records.

Each document or item of evidence should be marked with an exhibit number or letter before coming to court. Copies should be provided to the landlord. The hearing could be delayed if the proper instructions for presenting evidence are not followed.

Tenants can have witnesses with first-hand knowledge of the facts attend the hearing if they are necessary to support the tenant's claims. Witnesses who are unwilling to testify voluntarily can be subpoenaed. **To obtain a subpoena to compel a witness to go to court**, contact the clerk of court to learn what forms are required. There are fees for subpoenaing witnesses. Subpoenas should be completed at least seven days before trial.

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Written or recorded statements from witnesses who are not present at trial are not permitted because they are considered **hearsay** evidence, which is not admissible. The magistrate cannot call witnesses on the telephone or continue the hearing for witnesses if the tenant fails to bring the witness to court at the appropriate time. Some tenants bring in flash drives to put into court computers and this is generally not permitted.

The other party may say things with which you will disagree. Be sure to stay calm and respectful and address the hearing officer. If you get upset or begin to argue with the other side, you may forget issues you intended to raise.

### Evictions Hearings

Unlike other types of cases, **there may be two hearings** in eviction cases: one for **restitution of the rental property**; and one for to obtain a **judgment for money damages**. **If the landlord is requesting both the return of the rental property and money damages**, then the clerk will schedule **two hearings** about a month apart. The information the tenant receives will contain the date and time of the first hearing and tell the tenant how to contest the claim for money damages by filing an answer.

The first hearing only will address whether the landlord is entitled to have the tenant removed from the property. The second hearing will be about any unpaid rent, utilities, or other damages. If the landlord is **requesting only the return of the rental property** to his or her possession, the clerk will schedule only **one hearing** and notify the parties by mailing them a copy of the summons. Tenants can raise condition of premises/diminution of value by 1) counterclaim; or 2) defense to damage claim.

Eviction hearings usually are conducted by a magistrate. The landlord presents his or her evidence first. After the landlord has presented evidence, the tenant may ask the landlord questions. The tenant also may ask questions of any witnesses the landlord calls. The tenant then may present evidence. After the tenant presents evidence, the landlord may ask questions of the tenant and the tenant's witnesses.

The magistrate can ask questions at any time to clarify testimony. It is important during this procedure to remain polite; do not interrupt or argue. When all testimony is finished, the magistrate will tell the parties that the case is "submitted" and that a written decision will be mailed. The magistrate also may announce an immediate decision in court.

### Magistrate's Decision & Judgment

After the magistrate hears the case, he or she will prepare and file a **written decision**, which will be mailed to the tenant or the tenant's attorney. Generally, the magistrate's written decision is a brief statement granting or denying judgment.

A judge always reviews a magistrate's decision. The judge then will adopt, reject, or modify the magistrate's decision or return it to the magistrate for additional information. The judge will enter the judgment in the case. That judgment may be appealed or enforced in the same way as any other judgment of the court.

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## Objection to the Magistrate’s Decision

Any party who disagrees with the magistrate’s decision may ask the court to modify or set aside the decision by filing **written objections** detailing the errors the objecting party believes the magistrate made. The objections must be filed **within 14 days from the filing of the magistrate’s decision**.

If a tenant files an objection within this 14-day period, then the landlord also may file objections up to 10 days after the first objections are filed. The objections must state the specific reasons for challenging the magistrate’s decision. **A fee is required to file an objection to the magistrate’s decision**.

The judge will consider the objections and any supporting memorandum. The judge may approve (sustain), reject (overrule), or modify the magistrate’s decision and enter a final judgment. The judge may adopt all or part of the magistrate’s decision, conduct a hearing, take additional evidence, or refer the case back to the magistrate for a new trial.

If objections are upheld, a new hearing may be granted. If a party’s objections are overruled, then the party may appeal the judge’s ruling to the district court of appeals. By law, **a party has 30 days from the date of the final judgment to file an appeal with the district court of appeals**. An attorney should be consulted before taking this step as an appeal can be costly and may be difficult to complete without a lawyer.

If the landlord wins at the first hearing for restitution of the premises, then the landlord must arrange with the court bailiff to remove the tenants from the premises. The process for a court-supervised move out varies from city to city. In some cities, the tenant’s belongings are removed from the unit and set on the tree lawn. In others, the tenant’s belongings may be put into storage and the tenant is required to pay a fee to retrieve them. **Regardless of how the move out occurs, the move-out date will be scheduled very quickly – usually within 10 days (R.C. 1923.14(A)), though sometimes fewer**. While a tenant can ask for more time, those requests often are not granted. **Do not assume additional time to move will be granted**.

If the landlord wins at the second hearing for money damages, then the landlord becomes what’s called a **judgment creditor**. The tenant becomes what is called a **judgment debtor** and may voluntarily pay the judgment. If the tenant doesn’t pay the judgment, then the landlord may try to collect from the tenant’s assets, including bank accounts, wages, or valuable property.

## Frequently Asked Questions for Tenants<sup>29</sup>

### **What is a “forcible entry and detainer” case or eviction?**

When a landlord seeks to have a tenant removed from rental property, the lawsuit is called a forcible entry and detainer action, commonly known as an *eviction action*. It is typically filed in the local municipal court.

The forcible entry and detainer statutes in Ohio give rights and obligations to each party to a rental agreement. Tenants are encouraged to consult legal counsel to ensure that his or her rights

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<sup>29</sup> This information was provided by the Garfield Heights Municipal Court website; <https://www.ghmc.org/sites/all/themes/jollyness/assets/pdfs/Evictions.pdf> (accessed June 25, 2020).

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are protected during these cases. For more information on where to obtain legal services, see the *Resources* section.

**Who can be sued and who can file an eviction case?**

Individuals or business entities, such as corporations, limited liability companies, or partnerships, are parties that may sue and be sued in eviction cases. The landlord is called the **plaintiff**. The tenant is called the **defendant**. If there is more than landlord or more than one tenant, list each one separately. If the party is a business entity, it only can appear in court (either at a hearing or in writing) with a lawyer. If the individual filing the eviction action is a property manager or an agent, but not the owner, that individual must be represented by a lawyer as well.

**Are there limitations on the money damages that a landlord can recover in an eviction case?**

A landlord is not permitted recover damages in excess of the amount of damages claimed in the complaint. If the damages exceed the amount originally sought, then the landlord must file an amended complaint and cause a copy thereof to be served on the tenant within a reasonable period of time prior to the second hearing. Most municipal courts have a jurisdictional limit of \$15,000, which means that a plaintiff cannot sue and recover more than that amount. An exception is the Housing Division of the Cleveland Municipal Court, which has no jurisdictional limit.

**Should the tenant give the court and landlord notice of his or her new address if the tenant leaves the rental property in the middle of an eviction case?**

YES! Sometimes, the tenant decides to vacate the property before a court hearing or before the court-supervised move out, but does not give the court or landlord notice of a new address. The court cannot notify the tenant of new hearings or updates in their case if the court does not have the new address.

**What should I do before the day of trial?**

- Before your trial date you are encouraged to discuss your differences with the landlord in an attempt to resolve the dispute prior to trial.
- If an out-of-court settlement is reached, you must submit a statement to the court before the hearing date indicating that the case has been settled.
- Organize your evidence and write down the important points you want to make. This will help you stay organized at trial.

**What should I do on the day of trial?**

- Allow plenty of time to get to your hearing. Make allowances for parking, late buses, the need to pass through building security, and the need to find your courtroom.
- Bring your witnesses and evidence. The court cannot help you locate the evidence or witnesses you need to present your case.
- Be on time! If the tenant is late or absent, the trial will proceed without the tenant and you will lose the opportunity to present your case.
- On the day of trial, if you have not already resolved your case with the landlord, you may be asked by the magistrate to engage in settlement discussions. If you reach a settlement, the magistrate will ask the parties to write out the terms and sign a settlement agreement that can be enforced by the court.

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**As the tenant, what can I expect if the landlord is granted the right to obtain possession of the rental property after the first hearing?**

If the landlord wins judgment, the landlord may schedule the court-supervised move-out date with the court. The court will issue the writ of restitution directing the bailiff to remove the tenants and their belongings from the rental property. The court will schedule the move-out date, which may take place within 10 days from the hearing date (R.C. 1923.14(A)). The parties may agree to or the court may order a later move-out date, but the date must be based upon the availability of a bailiff.

On the day of the move out, the bailiff will be present to keep the peace. If the court believes it is necessary, the bailiff may notify the local police department ahead of time about a scheduled move out or may summon the police if necessary after the move out begins.

The bailiff will remove the tenant(s) from the premises. If the bailiff leaves the premises and the tenant returns to the property, the landlord could call the police and file a criminal-trespass charge.

### Tenant Defenses & Rent Escrow Program<sup>30</sup>

A tenant in the Ohio eviction process may assert any legal or equitable defenses at trial, including the following:

- The breach of a lease provision is not substantial enough to warrant an eviction.
- The allegations are false.
- There was improper service of the complaint for eviction.
- The 3-day notice was improper.
- The landlord waived the breach or the eviction notices by accepting rent.
- The eviction is in retaliation for the tenant having filed a complaint regarding the condition of the property.
- The eviction is based on the tenant's religion, race, sex, national origin, creed, sexual orientation, age, marital or family status, or disability and, therefore, violates fair-housing laws.

### How to Deposit Rent with the Court

In Ohio, a tenant who is dissatisfied with the landlord's maintenance of the property cannot withhold rent completely, but the tenant can follow the proper procedure and deposit the rent with the court.

First, the tenant must provide the landlord with written notice explaining what repairs are needed (See SAMPLE Notification to Landlord the Property Needs Attention Form). The notice must specify the acts, omissions, or code violations that are of concern.

The tenant should send the notice to the person or place where rent normally is paid. The best way to prove notice was given to the landlord is to deliver the notice by U.S. Postal Service

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<sup>30</sup> Garfield Heights Municipal Court, *How to Recover Rent*; [ghmc.org/renting/withholding-rent/landlords-how-to-recover-rent](http://ghmc.org/renting/withholding-rent/landlords-how-to-recover-rent) (Accessed June 19, 2020).

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certified mail with a return receipt requested, or by FedEx or similar private service that requires a signature showing the person received it.

**WARNING:** Tenants who do not follow the proper procedure when withholding rent may be evicted. Tenants who do not pay their landlord the rent, but hold on to it because of conditions or issues are at risk of eviction.

RENT DEPOSIT PROCESS	
<b>Step 1</b>	Notify your landlord in writing of the condition/issue that needs resolved ( <i>See Notification to Landlord the Property Needs Attention Form</i> )
<b>Step 2</b>	Wait for landlord's response
<b>Step 3</b>	Complete application to withhold rent and make rental deposit to the court clerk if repairs are not made within a reasonable amount of time ( <i>See Application to Deposit Rent/Escrow Form</i> )

The tenant must then give the landlord a “reasonable period of time” to respond. How long is “reasonable” depends on the nature of the acts, omissions, or code violations, but 30 days usually is an acceptable time to wait for the landlord’s compliance depending on the violation. Lack of heat or utilities could be sooner, as soon as 24 or 48 hours. After 30 days, the tenant can do one of the following:

**NOTE:** There are emergency situations (such as a lack of heat in winter or a lack of water) when the tenant does not have to wait a full 30 days after providing notice to the landlord before depositing rent into the escrow account.

- Deposit all rent that is due and, thereafter becomes due the landlord, with the clerk of courts.
- Apply to the court for an order directing the landlord remedies to fix the situation. As part of the application the tenant may:
  - o Deposit rent with the clerk
  - o Apply for an order reducing the rent due the landlord until the landlord remedies the condition
  - o Apply for an order to use the rent deposited to remedy the condition
  - o Apply to the court to terminate the rental agreement. If tenant unilaterally terminates rent without court order, tenant may be liable for balance of rent if court disagrees with reason for deposit.

Rental payments to the court should be made at the same time the tenant normally would pay the landlord (e.g., the first of the month). If the landlord does not comply even after a reasonable period passes and the tenant deposited rent with the court, the tenant then can end the rental agreement, leave the premises, and request the court to refund the rental deposits to the tenant. It is a good idea to request a court hearing be set prior to the leaving the premises.

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## Depositing Rent with the Clerk of Court

The clerk of court may require the tenant to complete a form giving the landlord's name and address and the tenant's name and address when depositing the first month's rent. The clerk may ask for a copy of the written notice the tenant gave the landlord, as well.

There is no up-front fee to deposit rent, but the clerk will withhold 1 percent of the rent as "poundage," for its work, when returning the rent to the tenant or the landlord after an agreement by the parties or a court order. If the parties make an agreement, they should understand and account for the 1-percent cost kept by the clerk.

Once the condition of the property has been corrected, the landlord may apply to the clerk of court for release of all or part of the rent. The landlord also may dispute the rent deposit on the grounds that:

- Tenant did not comply with notice requirements;
- Tenant was behind in the rental payments at the time of the initial rent deposit; or
- There was no violation of any of the landlord's obligations.

The landlord's application for release of rent is a complaint, so the tenant may file an answer (See Sample Answer Form) to any request by the landlord to have rent released explaining why he or she agrees or disagrees with the landlord. The tenant also may file a counterclaim to sue for any money the tenant believes is owed by the landlord (e.g., damages for the landlord's failure to make repairs).

Once the application is made, a hearing is scheduled before a judge or magistrate. If the tenant agrees in writing that the condition is corrected and that rent should be released to the landlord, then no hearing is required.

The application for release of partial rent will be heard by a judge or magistrate. The judge or magistrate will decide whether to grant a partial release of the rent. They will consider the amount of rent the landlord receives from other rental units, the cost of operating those units, and the costs that may be required to address the tenant's complaints. If housing/building code violations are found by the court, the court may refer the violations to the appropriate governmental agency pursuant to R.C. 1923.15

## Sealing an Eviction Case

Rules of Superintendence for the Courts of Ohio 45: Public Access. Explains the process of sealing a civil record.

Motion for Expungement: This is an example of a motion to expunge an eviction in Minnesota, which has a specific statute for sealing evictions. There is no such law in Ohio, but this motion may give ideas for how to write a motion to seal using Rule 45, referenced above.

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## Relevant Ohio Revised Code Sections

The following sections may be of interest to tenants. This is not meant to be an exhaustive list. Tenants also should check the rules of the local court in which they file for additional requirements.

- [Ohio Revised Code 5321.02: Retaliatory action by landlord prohibited](#)
- [Ohio Revised Code 5321.04: Landlord obligations](#)
- [Ohio Revised Code 5321.07: Failure of landlord to fulfill obligations - remedies of tenant](#)
- [Ohio Revised Code 5321.08: Rent deposits - duty of clerk of court](#)
- [Ohio Revised Code 5321.13: Terms prohibited in rental agreement](#)
- [Ohio Revised Code 5321.14: Unconscionable terms](#)
- [Ohio Revised Code 5321.15: Acts of landlord prohibited if residential property involved](#)
- [Ohio Revised Code 5321.16: Procedures for security deposits](#)
- [Ohio Revised Code 1923.06: Summons - service of process](#)
- Ohio Revised Code 1923.061: Defenses - counterclaims. See the forms box of this guide for a sample of how to file defenses and counterclaims
- Ohio Revised Code 1923.062: Stay or adjustment of obligation for tenant on active duty

## Sample Forms

[Eviction-Answer and Counterclaim](#): This is an answer to the eviction only. A counterclaim is not required, only for monetary damages. This form is from the Southeastern Ohio Legal Services to Chillicothe.

[Eviction – Answer and Counterclaim](#): This packet from the Columbus Legal Aid Society contains useful information about how to complete the forms. It was developed from information provided by: “A Guide to Representing Yourself in an Eviction Case” Legal Aid Society of Greater Cincinnati Prepared by: Ohio State Legal Services Association NAPIL Equal Justice Fellow. It includes both an Answer and an “Answer & Counterclaim.”.

[Landlord Letter: Make Repairs](#): Form assistant from [Ohiolegalhelp.org](http://Ohiolegalhelp.org)

[Landlord Letter: Return Security Deposit](#): Ohio Legal Help - Form Assistant

[Hello Landlord](#): Tool to help tenants write letters to their landlord explaining why they are late with rent or asking for repairs.

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## SAMPLE FORMS

1. SAMPLE Notice to Landlord Conditions of the Property Needs Attention
2. SAMPLE Request By Tenant To Deposit Rent/Escrow
3. SAMPLE Eviction and Counterclaim
4. SAMPLE Motion for Injunctive Relief
5. SAMPLE Motion for Stay of Move Out
6. SAMPLE Objection to Magistrate's Decision
7. SAMPLE Motion for Relief from Judgment
8. Form 20 Fee Waiver Affidavit and Order

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## Sample Form 1: NOTIFICATION TO LANDLORD CONDITIONS OF THE PROPERTY NEED ATTENTION

### NOTICE TO LANDLORD CONDITIONS OF THE PROPERTY NEED ATTENTION

Date: \_\_\_\_\_

Landlord's Name and Address

Dear \_\_\_\_\_ (*Landlord*);

The following conditions exist in my apartment and common areas:

*(list all conditions which need attention).*

The above conditions make my apartment in violation of various local codes. Your failure to maintain the premises in a decent, safe, and sanitary condition means that you are in violation of your obligations under Ohio Revised Code §5231.04.

This letter is being sent to you in accordance with Ohio Revised Code §5321.07(A) and will serve to notify you that I expect the listed conditions to be remedied within a reasonable period of time, but not later than 30 days from the date of this letter.

Your failure to remedy these conditions will cause me to pursue appropriate legal remedies, which may include depositing the rent with the \_\_\_\_\_ Municipal Court, and an action for damages and reasonable attorney's fees.

Sincerely,

(Name)

Tenant

Street Address | City, State, Zip Code

Telephone Number | Email Address

Mediation (court-assisted negotiation) may help the parties resolve the case quickly and privately.

Mediation may be available by phone, in-person, or online.

I am willing to participate in mediation.

I am willing to participate in mediation, but have concerns about my safety.

---

## Sample Form 2: REQUEST TO DEPOSIT RENT/ESCROW

\_\_\_\_\_ MUNICIPAL COURT

\_\_\_\_\_ COUNTY, OHIO

### REQUEST BY TENANT TO DEPOSIT RENT WITH THE CLERK OF THE \_\_\_\_\_ MUNICIPAL COURT

Tenant's Name \_\_\_\_\_

Landlord/Agent's Name \_\_\_\_\_

Tenant's Address \_\_\_\_\_

Landlord/Agent's Address \_\_\_\_\_

Tenant's Phone Number \_\_\_\_\_

Landlord/Agent's Phone Number \_\_\_\_\_

Tenant's Email \_\_\_\_\_

Landlord/Agent's Email \_\_\_\_\_

In accordance with Section 5321.07, paragraph (1) of the Ohio Revised Code, I am requesting to deposit all rent that is due to my landlord now and in the future, with the Clerk of the \_\_\_\_\_ Municipal Court, until the issues I have asked the landlord to fix are addressed.

Signed \_\_\_\_\_

Tenant's Signature

#### Statement in Support of Application

1. Landlord did NOT supply me with notice in writing that I was party to any rental agreement which covered three or fewer dwelling units. (R.C. 5321.07(3)(C))

2. Notice of violations was given in writing to landlord and a copy of the written notice is attached. (R.C. 5321.07(A))

Service was made on landlord by: (check one)  Regular U.S. mail  In person  
 Other, at this address: \_\_\_\_\_ (if different from the above address).

3. That payment of my rent due under the rental agreement is CURRENT and that my rent is due \_\_\_\_\_, in the amount of \$ \_\_\_\_\_. (R.C. 5321.07(B))

**The information above is true, complete, and accurate to the best of my knowledge. I understand that knowingly providing false information in this document may result in a contempt of court finding against me which could result in a jail sentence and fine, or criminal penalties under R.C. 2921.13**

Signed \_\_\_\_\_

Tenant's Signature

Date \_\_\_\_\_.

Mediation (court-assisted negotiation) may help the parties resolve the case quickly and privately.

Mediation may be available by phone, in-person, or online.

I am willing to participate in mediation.

I am willing to participate in mediation, but have concerns about my safety.

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**THE FOLLOWING IS FOR COURT USE ONLY**    Application # \_\_\_\_\_

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**NOTICE TO LANDLORD OR HIS AGENT:**

In accordance with R.C. 5321.08, you are hereby notified that the above tenant has deposited with the Clerk of Court of \_\_\_\_\_ Municipal Court rent due by him/her on the above described premises.

THIS IS A COPY OF HIS/HER APPLICATION

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date Mailed \_\_\_\_\_

\_\_\_\_\_, Clerk of Court

By \_\_\_\_\_  
(Deputy Clerk)

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## Sample Form 3: EVICTION ANSWER/DEFENSES

### SAMPLE EVICTION ANSWER/DEFENSES

An answer to an eviction claim is optional. The tenant does not waive any available defense by not filing an answer.

**NOTE:** This form is for use in eviction cases only. If you do not understand your rights, or do not know what the defenses and counterclaims listed here mean, then you should consult an attorney. If you cannot afford an attorney, please call your local legal aid office at:

- Statewide: 1-866-LAW-OHIO (529-6446)
- In Ross, Pike, Pickaway, Fayette, or Jackson Counties: 1.800.686.3668

Filing this document may require you to pay a filing fee. You may be able to get that fee waived by the Court if you file an affidavit stating that you cannot pay the cost by filing what is called a Civil Rule 20 Fee Waiver Declaration, also called a “poverty affidavit.”

**You should not file this document unless you wish to bring claims against your landlord.** If you only wish to file an Answer, and not a Counterclaim, you should not file this document because it is the counterclaim portion that will most likely trigger a request for filing fees.

#### Instructions to complete the form:

1. **Caption:** The caption is the top part of the first page, identifying the case number and the names of the parties. Copy this information from the complaint. You do not need to list any addresses in your caption, and you only need to list the first plaintiff and the first defendant if more than one of either is listed on the complaint.
2. **Admit/Deny:** If you have any grounds to dispute something your landlord has said, deny that allegation. Anything you admit to in this form will be deemed true by the court, and you cannot contest it later.
3. Mark any and all claims you have against your landlord and be as specific as possible.
4. If you claim more than \$15,000 in damages your case will likely be transferred to common pleas court. There are several issues to consider before doing this, and if you are considering asking for more than \$15,000 we strongly encourage you to consult with an attorney.
5. Fill in the certificate of service based on information under the signature on the complaint. If it was signed by an attorney, list the attorney in your certificate of service. If it was signed by your landlord, list your landlord.
6. File your document:
  - a. In person: Take the original and two copies with you. You should receive two copies back with a stamp showing you filed the document. Keep one and mail the other to the person listed on your certificate of service.
    - i. If you are asking to have filing fees waived, the clerk may not be able to file your document immediately. In that case, leave only the original and one copy with the clerk of court and mail the other copy to the person listed on your certificate of service.
  - b. By mail: Mail the original and one copy to the court. Include a letter asking that one copy be returned to you. Mail a separate copy to the person listed on your certificate of service.

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**IN THE MUNICIPAL COURT**

\_\_\_\_\_ **COUNTY, OHIO**

Case Number:

Plaintiff(s)

**ANSWER AND COUNTERCLAIMS**

Defendant(s)

Defendant \_\_\_\_\_, for his/her  
Answer, admits Plaintiff claims: (list paragraph numbers from complaint where possible)

And denies Plaintiff claims: (list paragraph numbers from complaint where possible)

Defendant further denies any allegations of the complaint not directly addressed above.

**DEFENSES**

(Mark all applicable, fill in when necessary)

(**NOTE:** A tenant may raise any defense to the landlord’s evictions claim at trial, without filing a written answer, and without including that defense in any written answer.)

- I did not receive a 3-day notice.
- I paid the landlord rent after the 3-day notice.
- I have made late rent payments many times and it has been accepted.
- I paid part of the rent this month and I am not behind in any other rent. The notice I got from subsidized housing didn’t tell me what I did wrong.
- They didn’t give me 30 days to correct the problem (not applicable for non-payment).
- The landlord is retaliating against me.

**COUNTERCLAIMS**

- Because the conditions in the residence were in breach of lease or landlord’s statutory obligations, I am entitled to a rent reduction in the amount of \$\_\_\_\_per month for every month the conditions existed.
- The Plaintiff landlord’s actions have caused me the following expenses:

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THEREFORE, Defendant(s) request the following relief to be granted;

- A. Dismiss the complaint against (me/us);
- B. Prohibit the re-rental of the property until the conditions are corrected pursuant to R.C. 1923.15;
- C. If 28 days have not passed since service of the summons and complaint, grant (me/us) a separate trial on the money issues;
- D. Grant (me/us) actual damages in the amount of \$\_\_\_\_\_ ; and
- E. Grant (me/us) costs and any other relief that may be just and equitable.

Name

Address

Telephone Number

Email Address

Mediation (court-assisted negotiation) may help the parties resolve the case quickly and privately.

Mediation may be available by phone, in-person, or online.

I am willing to participate in mediation.

I am willing to participate in mediation, but have concerns about my safety.

**Certificate of Service**

(Must Be Completed)

I sent a copy of this Answer by ordinary U.S. Mail to Plaintiff (or Attorney for Plaintiff if an attorney filed the case) \_\_\_\_\_, at \_\_\_\_\_, Ohio \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name

---

## Sample Form 4: MOTION FOR INJUNCTIVE RELIEF

\_\_\_\_\_ MUNICIPAL COURT

\_\_\_\_\_ COUNTY, OHIO

CASE NO. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Plaintiff/Tenant)

vs.

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND MONEY DAMAGES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Defendant/Landlord)

As my First Cause of Action I state as follows:

1. I resided as a tenant, as defined in R.C. Section 5321.01(A), in the premises known as \_\_\_\_\_  
\_\_\_\_\_.
2. Defendant was the landlord, as defined in R.C. 5321.01(B), of the premises described in paragraph (1) at all times pertinent to this complaint.
3. The property in question is residential, as defined in R.C. 5321.01(C).
4. On or about \_\_\_\_\_, 20\_\_, defendant took, or allowed the following actions in violation of Chapters 5321 and/or 1923 of the Ohio Revised Code: (e.g., shut off the water, terminated other utilities (specify), locked me out, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
5. Unless restrained by this court, the defendant will continue to perform the acts stated in paragraph (4).
6. Such actions will cause me irreparable harm for which I have no adequate remedy at law.
7. The issuance of preliminary injunctions will not cause undue inconvenience or loss to defendant, but will prevent irreparable harm to me.

---

As my Second Cause of Action, I state as follows:

8. I restate paragraph (1) through (4).
9. Due to the actions taken by Defendant as stated in paragraph (4), I seek monetary compensation in the amount of \$\_\_\_\_\_for the inconvenience and suffering caused by the defendant.

Wherefore, pursuant to R.C. 5321.04(B), I move this court to issue preliminary and permanent injunctions against the defendant, his/her agents, servants, employees and attorneys and all persons in active concert or participation with them from engaging in the actions alleged in paragraph (4), or any other actions prohibited by Chapters 1923 or 5321 of the Ohio Revised Code; as well as to grant me judgment on my second cause of action in the amount of \$\_\_\_.

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Plaintiff/Tenant

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## Sample Form 5: MOTION FOR STAY OF MOVE OUT

\_\_\_\_\_ MUNICIPAL COURT \_\_\_\_\_ COUNTY, OHIO

Name: \_\_\_\_\_

CASE NO. \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Plaintiff(s)

- VS-

**MOTION FOR STAY OF MOVE OUT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Defendant(s)

1. I am (check one)  Plaintiff (or)  Defendant in the case.

2. I am asking this court to issue a stay in this case because: (check one or both)

I need additional time to move from the property, because of the following circumstances.

I have attached documentation (letters, leases, medical records, etc.) to show why this additional time is needed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I am asking the court to issue a stay in this case, because I filed the following motion:

\_\_\_\_\_

\_\_\_\_\_

3. I am asking this court to postpone the move out in this case until (check one or both):

this date: \_\_\_/\_\_\_/\_\_\_

the Court rules on the motion described in paragraph 2, above.

4. The Motion that I referred to in paragraph 2, above, is attached.

X \_\_\_\_\_

(Signature)

---

**Certificate of Service**

(Must Be Completed)

I (*check one*) \_\_\_\_\_ sent a copy of this motion by regular mail (*or*) \_\_\_\_\_ other \_\_\_\_\_  
(*specify*) to \_\_\_\_\_ plaintiff(s)/counsel if plaintiff has counsel (*or*) \_\_\_\_\_ defendant(s)/  
counsel if defendant has counsel at the address of record on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

**\*FILING THIS MOTION WILL NOT STOP A MOVE OUT. THE MOVE OUT WILL GO FORWARD UNLESS THE COURT ISSUES AN ORDER SAYING IT WILL NOT.\***

- **What is a Motion for Stay?**

A Motion for Stay is filed when the court has issued a decision, an event is going to take place based upon that decision, and one of the parties wants to prevent or postpone that event from happening. Some examples of an event a party wants to prevent or postpone would be a court-supervised move out, or garnishment of wages to satisfy a money judgment.

A party may file a motion for stay asking the court to postpone an event until the court makes a decision on another motion filed by the party, such as a motion for relief from judgment.

- **Do I need an attorney to file this motion?**

Because this motion impacts your legal rights, you should speak to a licensed attorney before filing this Motion. These instructions are provided only to offer general information about this type of Motion.

- **What does a Court consider when ruling on a Motion for Stay?**

The Court considers a number of factors when ruling on a Motion for Stay:

1. What is the event the party wants to stop? State specifically for the Court the event you would like to prevent from happening.
2. What is the reason for the request?
3. For how long is the stay requested?
4. What harm may come to the other party?
5. How reasonable is the request?
6. A bond may be required by the court to cover rent during this extended period.

- **What is ‘service’ and what do I have to do to properly serve this motion?**

Service is when you officially give a copy of the motion you are going to file, with all the attachments, to the other side. It is required for *every item that you file* with the Court.

1. **BEFORE YOU FILE, mail or hand-deliver** a copy of the motion and attachments to the other side’s attorney (or directly to them if they don’t have an attorney); **AND**
2. **Fill out and sign** the section of the motion that shows the court how and to whom you delivered the copy.

---

- **What does it cost to file this Motion?**

The party filing the motion usually has to pay a fee to the clerk of courts. Contact the clerk's office at \_\_\_\_\_, (phone number) or \_\_\_\_\_ (website) for a list of fees. If you cannot afford the filing fee, you can file a **Form 20 Fee Waiver Affidavit** form, sometimes called a 'poverty affidavit' which, if approved, will let you pay all or some of the filing fee at a later date. For a form, go to \_\_\_\_\_ (link to Fee Waiver Affidavit form go on Supreme Court website).

This instruction sheet is not legal advice. Because this Motion (or form) will have an impact on your rights, you should contact a licensed attorney to help you.

---

## Sample Form 6: OBJECTION TO MAGISTRATE'S DECISION

\_\_\_\_\_ MUNICIPAL COURT  
\_\_\_\_\_ COUNTY, OHIO

Name: \_\_\_\_\_

CASE NO. \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Plaintiff(s)

- VS -

### **OBJECTION TO MAGISTRATE'S DECISION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Defendant(s)

Now comes the Plaintiff/Defendant and objects to the Magistrate's Decision on the following specific (not general) grounds: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Respectfully Submitted,

\_\_\_\_\_  
Name  
Address  
Phone  
Number

### **CERTIFICATE OF SERVICE**

(Must Be Completed)

I (*check one*) \_\_\_\_\_ sent a copy of this motion by regular mail (*or*) \_\_\_\_\_ other \_\_\_\_\_ (*specify*) to \_\_\_\_\_ plaintiff(s)/counsel if plaintiff has counsel (*or*) \_\_\_\_\_ defendant(s)/counsel if defendant has counsel at the address of record on \_\_\_/\_\_\_\_\_/\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

---

**\*FILING THIS MOTION WILL NOT STOP A MOVE OUT. THE MOVE OUT WILL GO FORWARD UNLESS THE COURT ISSUES AN ORDER SAYING IT WILL NOT.\***

- **What is a Motion for Stay?**

A Motion for Stay is filed when the court has issued a decision, an event is going to take place based upon that decision, and one of the parties wants to prevent or postpone that event from happening. Some examples of an event a party wants to prevent or postpone would be a court-supervised move out, or garnishment of wages to satisfy a money judgment.

A party may file a motion for stay asking the court to postpone an event until the court makes a decision on another motion filed by the party, such as a motion for relief from judgment.

- **Do I need an attorney to file this motion?**

You may file this motion on your own behalf, without an attorney, but because this motion impacts your legal rights, you should speak to a licensed attorney before filing this Motion. These instructions are provided only to offer general information about this type of Motion.

- **What does a Court consider when ruling on a Motion for Stay?**

The Court considers a number of factors when ruling on a Motion for Stay:

1. What is the event the party wants to stop? State specifically for the court the event you would like to prevent from happening.
2. What is the reason for the request?
3. For how long is the stay requested?
4. What harm may come to the other party?
5. How reasonable is the request?
6. Bond may be required by the court for an extended period at the rental premise.

- **What is ‘service’ and what do I have to do to properly serve this motion?**

Service is when you officially give a copy of the motion you are going to file, with all the attachments, to the other side. It is required for *every item that you file* with the court.

1. BEFORE YOU FILE, mail or hand-deliver a copy of the motion and attachments to the other side’s attorney (or directly to them if they don’t have an attorney); AND
2. Fill out and sign the section of the motion that shows the court how and to whom you delivered the copy.

- **What does it cost to file this Motion?**

The party filing the motion usually has to pay a fee to the clerk of courts. Contact the clerk’s office at \_\_\_\_\_, (phone number) or \_\_\_\_\_ (website) for a list of fees. If you cannot afford the filing fee, you can file a *Civil Rule 20 Fee Waiver Declaration* form, sometimes called a ‘poverty affidavit’ which, if approved, will let you pay all or some of the filing fee at a later date. For a Civil Rule 20 form go to \_\_\_\_\_ (link to Civil Rule 20 Fee Waiver Declaration form go to Supreme Court website).

This instruction sheet is not legal advice. Because this Motion (or form) will have an impact on your rights, you should contact a licensed attorney to help you.

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## Sample Form 7: MOTION FOR RELIEF FROM JUDGMENT

\_\_\_\_\_ MUNICIPAL COURT \_\_\_\_\_ COUNTY, OHIO

Name: \_\_\_\_\_

CASE NO. \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_

JUDGE \_\_\_\_\_

Email \_\_\_\_\_

Plaintiff(s)

vs.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email \_\_\_\_\_

Defendant(s)

### **MOTION FOR RELIEF FROM JUDGMENT**

*You may attach additional sheets if needed.*

1. I am the (check one) \_\_\_\_\_ landlord (or) \_\_\_\_\_ tenant in this case.
2. On \_\_\_\_\_, 20\_\_\_\_, the court ( ) dismissed or ( ) entered a judgment in this case.
3. I am asking this court to set aside that dismissal or judgment and hold a new hearing, for the following reasons *(if you missed your hearing or court date, explain why here. Attach copies of any documents, etc.):* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. If the order is set aside, I will present evidence to show that *(explain what you will present to the court if a new hearing is granted. Attach copies of any documents, receipts, etc.):* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. I am making this motion within a reasonable time *(explain any delay in filing this motion):* \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

---

**CERTIFICATE OF SERVICE**

(Must Be Completed)

I (*check one*)  sent a copy of this motion by regular mail (*or*)  other \_\_\_\_\_  
(*specify*) to  plaintiff(s)/counsel if plaintiff has counsel (*or*)  \_\_\_\_\_ defendant(s)/  
counsel if defendant has counsel at the address of record on \_\_\_\_\_ / / .

---

(Signature)

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**\*FILING THIS MOTION WILL NOT STOP A MOVE OUT. YOU MUST FILE A SEPARATE MOTION FOR STAY TO ASK THE COURT TO STOP A MOVE OUT! THE MOVE OUT WILL GO FORWARD UNLESS THE COURT ISSUES AN ORDER SAYING IT WILL NOT!**

- **What is a Motion for Relief from Judgment?**

A motion for relief from judgment is filed by a party that wants the court to change its mind about a judgment it has issued, and rule the other way.

- **Do I need an attorney to file a Motion for Relief from Judgment?**

These instructions are provided only to offer general information about this type of motion. You may file this motion on your own behalf, without an attorney, but because this motion has very specific requirements and because the law about filing this motion has many aspects, you should speak to a licensed attorney before filing this Motion.

- **What law covers a Motion for Relief from Judgment?**

Rule 60(B) of the Ohio Rules of Civil Procedure tells a Court what must be included in this Motion and what to look for. ([sc.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf](http://sc.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf) is the link to the Ohio Rules of Civil Procedure.)

- **What does a court consider when ruling on a Motion for Relief from Judgment?**

The court looks at **three things** when ruling on any Motion for Relief:

1. **Timeliness** – Was the Motion filed within a reasonable time? (if your motion is based on mistake, new evidence or fraud, the time must be reasonable; and less than a year after the original judgment)
2. **Good Cause** – You must have a good reason for filing this motion, which may include mistake, inadvertence, surprise or excusable neglect. “Good cause” refers to why you did not present this information to the court previously. If you missed your hearing, the court will consider the reason for your failure to appear.
3. **A Valid Claim or Defense** – You must show the court you had a good claim or defense to the lawsuit. The party who files the motion must show (in the motion and with attachments, if possible) exactly what you would have said to prove your claim.

- **If my motion is denied, can I file another one, with additional information?**

In general, a party cannot file more than one motion for relief based upon arguments that were raised or could have been raised in a prior motion to vacate. For this reason, it is important to fill out the motion completely, and attach any documentation you would like the court to consider.

- **What is ‘service’ and what do I have to do to properly serve this motion?**

Service is when you officially give a copy of the motion you are going to file, with all the attachments, to the other side. It is required for *every item that you file* with the court.

1. **BEFORE YOU FILE, mail or hand-deliver** a copy of the motion and attachments to the other side’s attorney (or directly to them if they don’t have an attorney); **AND**
2. **Fill out and sign** the section of the motion that shows the court how and to whom you delivered the copy.

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- **What does it cost to file this Motion?**

The party filing the motion usually has to pay a fee to the clerk of courts. Contact the clerk's office at \_\_\_\_\_, (phone number) or \_\_\_\_\_ (website) for a list of fees. If you cannot afford the filing fee, you can file a *Form 20 Fee Waiver Affidavit* form, sometimes called a 'poverty affidavit' which, if approved, will let you pay all or some of the filing fee at a later date. For a form, go to \_\_\_\_\_ (link to Fee Waiver Affidavit form go on Supreme Court website).

This instruction sheet is not legal advice. Because this Motion (or form) will have an impact on your rights, you should contact a licensed attorney to help you.

## 8. CIVIL RULE 20 FEE WAIVER AFFIDAVIT AND ORDER

### CIVIL RULE 20 FEE WAIVER AFFIDAVIT AND ORDER

IN \_\_\_\_\_

	)	CASE NO.
	)	
Plaintiff,	)	JUDGE
	)	
vs.	)	
	)	<b><u>FINANCIAL DISCLOSURE/FEE-</u></b>
	)	<b><u>WAIVER AFFIDAVIT AND ORDER</u></b>
Defendant.	)	

Pursuant to R.C. 2323.311, the below-named Applicant requests that the Court determine that the Applicant is an indigent litigant and be granted a waiver of the prepayment of costs or fees in the above captioned matter. The Applicant submits the following information in support of said request.

Personal Information			
Applicant's First Name		Applicant's Last Name	
Applicant's Date of Birth		Last 4 Digits of Applicant's SSN	
Applicant's Address			
Other Persons Living in Your Household			
First Name	Last Name	Is this person a child under 18?	Relationship (Spouse or Child)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Public Benefits			
I receive the following public benefits and my gross income, including the cash benefits marked below, does not exceed <b>187.5%</b> of the federal poverty guidelines.			
Place an "X" next to any benefits you receive			
Ohio Works First <sup>1</sup> : <input type="checkbox"/> SSI <sup>2</sup> : <input type="checkbox"/> Medicaid <sup>3</sup> : <input type="checkbox"/> Veterans Pension Benefit <sup>4</sup> : <input type="checkbox"/> SNAP/Food Stamps <sup>5</sup> : <input type="checkbox"/>			
Monthly Income			
I am <b>NOT</b> able to access my spouse's income <input type="checkbox"/>			
	Applicant	Spouse (If Living in Household)	Total Monthly Income

Gross Monthly Employment Income, including Self-Employment Income (Before Taxes)	\$	\$	\$
Unemployment, Worker's Compensation, Spousal Support (If Receiving)	\$	\$	\$
<b>TOTAL MONTHLY INCOME</b>			\$
<b>Liquid Assets</b>			
<b>Type of Asset</b>	<b>Estimated Value</b>		
Cash on Hand	\$		
Available Cash in Checking, Savings, Money Market Accounts	\$		
Stocks, Bonds, CDs	\$		
Other Liquid Assets	\$		
<b>Total Liquid Assets</b>			\$
<b>Monthly Expenses</b>			
<b>Column A</b>		<b>Column B</b>	
<b>Type of Expense</b>	<b>Amount</b>	<b>Type of Expense</b>	<b>Amount</b>
Rent/Mortgage/Property Tax /Insurance	\$	Insurance (Medical, Dental, Auto, etc.)	\$
Food/Paper Products/Cleaning Products/Toiletries	\$	Child or Spousal Support that You Pay	\$
Utilities (Heat, Gas, Electric, Water/Sewer, Trash)	\$	Medical/Dental Expenses or Associated Costs of Caring for a Sick or Disabled Family Member	\$
Transportation/Gas	\$	Credit Card, Other Loans	\$
Phone	\$	Taxes Withheld or Owed	\$
Child Care	\$	Other (e.g. garnishments)	\$
<b>Total Column A Expenses</b>	\$	<b>Total Column B Expenses</b>	\$
<b>TOTAL MONTHLY EXPENSES (Column A + Column B)</b>			

---

I, \_\_\_\_\_, hereby certify that the information I have provided on  
(Print Name)  
this financial disclosure form is true to the best of my knowledge and that I am unable to prepay the costs  
or fees in this case.

\_\_\_\_\_  
Signature

NOTARY PUBLIC:

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in  
\_\_\_\_\_ County, Ohio.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:\_\_\_\_\_

If available, an individual duly authorized to administer this oath at the Clerk of Court's Office will do so at  
no cost to the applicant.

---

**ORDER**

Upon the request of the applicant and the court’s review, the court finds that the applicant IS an indigent litigant and **GRANTS** a waiver of the prepayment of costs or fees in this matter. Pursuant to R.C. 2323.311(B)(3), upon the filing of a civil action or proceeding and the declaration of indigency under division (B)(1) of this section, the clerk of the court shall accept the action, motion, or proceeding for filing.

Upon the request of the applicant and the court’s review, the court finds that the applicant is NOT an indigent litigant and **DENIES** a waiver of the prepayment of costs or fees in this matter.

Applicant is granted thirty (30) days from the issuance of this Order to make the required advance deposit or security. Failure to do so within the time allotted may result in dismissal of the applicant’s filing.

**IT IS SO ORDERED**

\_\_\_\_\_  
Judge / Magistrate

\_\_\_\_\_  
Date

[Effective: June 2020.]

**APPENDIX**

**2020 FEDERAL POVERTY LIMIT (FPL)**

<b>Persons in family/household</b>	<b>100% Poverty</b>	<b>100% Poverty Monthly Gross Income</b>	<b>187.5% Poverty</b>	<b>187.5% Poverty Monthly Gross Income</b>
1	\$12,760	\$1,063.33	\$23,925	\$1,993.74
2	\$17,240	\$1,436.67	\$32,325	\$2,693.75
3	\$21,720	\$1,810	\$40,725	\$3,393.75
4	\$26,200	\$2,183.33	\$49,125	\$4,093.75
5	\$30,680	\$2,556.67	\$57,525	\$4,793.75
6	\$35,160	\$2,930	\$65,925	\$5,493.75
7	\$39,640	\$3,303.33	\$74,325	\$6,193.75
8	\$44,120	\$3,676.67	\$82,725	\$6,893.75

R.C. 2323.311(B)

(4) A judge or magistrate of the court shall review the statement of indigency as filed pursuant to division (B)(2) of this section and shall approve or deny the applicant's application to qualify as an indigent litigant. The judge or magistrate shall approve the application if the applicant's gross income does not exceed one hundred eighty-seven and five-tenths per cent of the federal poverty guidelines as determined by the United States department of health and human services for the state of Ohio and the applicant's monthly expenses are equal to or in excess of the applicant's liquid assets as specified in division (C)(2) of section 120-1-03 of the Administrative Code, as amended, or a substantially similar provision. If the application is approved, the clerk shall waive the advance deposit or security and the court shall proceed with the civil action or proceeding. If the application is denied, the clerk shall retain the filing of the action or proceeding, and the court shall issue an order granting the applicant whose application is denied thirty days to make the required advance deposit or security, prior to any dismissal or other action on the filing of the civil action or proceeding.

(6) Nothing in this section shall prevent a court from approving or affirming an application to qualify as an indigent litigant for an applicant whose gross income exceeds one hundred eighty-seven and five-tenths per cent of the federal poverty guidelines as determined by the United States department of health and human services for the state of Ohio, or whose liquid assets equal or exceed the applicant's monthly expenses as specified in division (C)(2) of section 120-1-03 of the Administrative Code, as amended, or a substantially similar provision.

<sup>1</sup>Ohio Works First Income Limit: 50% FPL (R.C. 5107.10(D)(1)(a))

<sup>2</sup>SSI Income Limit: cannot have countable income that exceeds the Federal Benefit Rate (FBR). 2019 FBR: \$771 monthly for single disabled individual; \$1157 monthly for disabled couple (20 CFR 416.1100)

<sup>3</sup>Medicaid Income Limit:  
Modified Adjusted Gross Income (MAGI):138% FPL (OAC 5160:1-4-01; 42 USC 1396a(a)(10)(A)(i)(VIII))  
Aged, Blind or Disabled: \$791 for single person; \$1177 for disabled couple

<sup>4</sup>Veterans Pension Benefit Income Limit: \$13,535 annually / \$1,127 monthly for a single person; \$17,724 annually / \$1,477 monthly for a veteran with one dependent

<sup>5</sup>Supplemental Nutrition Assistance Program (SNAP) Income Limit: 130% FPL for assistance groups with nondisabled/nonelderly member; 165% FPL for elderly and disabled assistance groups (OAC 5101:4-4-11; Food Assistance Change Transmittal No. 61)



## Property Stability: Information for Landlords

### Rental Lease

A residential lease, oftentimes called a rental agreement or tenancy agreement, is a binding contract between the landlord and the tenant. It is for BOTH parties. The contract can be oral or written and it establishes or modifies the terms, conditions, and rules concerning the tenant's use and occupancy of a residential premises.

A lease may create a tenancy from week to week, month to month, year to year, or any other amount of time agreed upon by both parties. Some written leases contain an automatic renewal provision. For the protection of both landlord and tenant, it is a good idea to make sure everyone understands how the lease may be terminated.

If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the day of termination. Both parties may end a month-to-month tenancy by giving the other party at least 30 days' notice before the end of the current monthly term.

Most residential leases include the following information:

- Names of the tenant and landlord
- Address of the rental unit
- Date the agreement is entered into
- Address and telephone number of the landlord or landlord's agent
- Date the tenancy will start
- Tenancy period (e.g., weekly, monthly, or other basis)
- Terms for what happens at the end of the tenancy period
- Amount of rent and when rent is due
- Terms and conditions of occupancy
- What services and facilities are included in rent
- Amount of security deposit or pet deposit required, and the date it must be paid

Generally, the landlord prepares the lease. For this reason, a court usually will decide any confusing or unclear terms against the landlord and in favor of the tenant.

## Landlord’s Rights & Responsibilities

A residential landlord has the following rights and responsibilities.

YOUR RIGHTS AS A LANDLORD	YOUR RESPONSIBILITIES AS A LANDLORD
<p>Rent your property for any amount. Unless you have a written or oral lease that provides for a fixed rent for the lease term, you can increase rents in any amount if you give adequate notice (usually 30 days).</p>	<p>Meet the standards of all building, housing, health, and safety codes that significantly affect health and safety.</p> <p>Make all repairs necessary to keep the rental premises in a livable condition.</p>
<p>You may rent to anyone you wish, as long as you do not violate any federal, state, or local fair housing laws. You also may establish any conditions and terms in a rental contract that do not conflict with federal or state law, including federal and state anti-discrimination laws.</p>	<p>Keep all common areas of the premises in a safe and sanitary condition.</p> <p>Maintain all electrical, plumbing, sanitary, heating, air conditioning systems, and fixtures and appliances you supply in good working condition.</p>
<p>You may evict a 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. In some situations, you may be required to give more than one notice.</p> <p>For nonpayment of rent, you must give the notice at least three days before filing the eviction action or the court will dismiss the case.</p> <p>In other cases, you must give the tenant 30 days to correct a violation before you can begin an eviction action. After the 30 days, if the tenant has not corrected the violation, then you must give the three-day notice to vacate before filing with the court.</p> <p>The three-day notice must contain specific language written in a “conspicuous” manner. You can find that language at Ohio Revised Code 1923.04.</p> <p>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.</p>	<p>Register with the auditor of the county in which the property is situated, providing your name, address, and telephone number. (If you do not reside in Ohio or if you own the property in the name of an entity not registered with the Ohio Secretary of State, then you must name an Ohio resident as agent for service of process.)</p>
<p>If a tenant violates the law in a way that materially affects health and safety, then you must notify the tenant in writing and give the tenant 30 days to resolve the problem before you file an eviction.</p>	<p>Not abuse your right to enter the property for legitimate reasons. If this right is abused, you have invaded the tenant’s privacy.</p>
<p>After reasonable notice to the tenant (24 hours), you have the right to enter the premises to inspect, repair, and make improvements, supply services, or show the property.</p>	<p>Provide and maintain trash receptacles and provide for trash removal if you own four or more units in the same building.</p>

YOUR RIGHTS AS A LANDLORD	YOUR RESPONSIBILITIES AS A LANDLORD
You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, except for ordinary wear and tear.	Supply running water, reasonable amounts of hot water, and heat at all times. (You may require the tenant to pay any or all utility bills for his or her unit, whether it is an apartment or a house.)
	Commence eviction proceedings against a tenant who is illegally using or permitting the use of controlled substances in the premises.
	Not attempt to evict a tenant without a court order by changing the locks, terminating utility service, or removing the tenant's belongings.
	If your property was built before 1978, give your tenant a lead-based paint disclosure form and copy of the U.S. EPA's "statement about lead-based paint. Protect Your Family from Lead in the Home" pamphlet. Also, the lease must include a specific warning.

## Security Deposits

There are certain rules that landlords and tenants must follow at the end of lease and when the tenant is moving out. To receive the security deposit back, the tenant must return the keys to the landlord and leave the premises in as good a condition as they were when the tenant moved in, absent normal wear and tear. The tenant must repair any damage he/she caused, but is not responsible for ordinary wear and tear.

After the tenant moves out, any remaining security deposit held by the landlord can be applied to unpaid rent, utilities, late fees, or to any damages the tenant's actions may have caused. The landlord must return the rest to the tenant.

The landlord must, within 30 days, return the security deposit to the tenant, minus any deductions, provided the tenant left a forwarding address. All deductions from the security deposit must be explained and listed for the tenant. If the landlord does not return the money owed within the 30-day timeframe, a tenant can file a claim with the court. The court then can order the landlord to pay the tenant twice the money owed, plus attorney's fees.

### Rent Deposits at the Court

If there are repairs about which the landlord was notified, but did not complete, a tenant may *rent deposit*, where, instead of paying rent to the landlord, the tenant deposits the rent at the court. The rent then is held in escrow (or trust) on behalf of the tenant. A tenant must provide written notice to the landlord of the repair request and give the landlord a "*reasonable time*" to respond. Typically, this is 30 days, unless it is a repair of an emergency nature.

A tenant is permitted to rent deposit when:

- The landlord fails to fulfill any obligation imposed upon him by Ohio Revised Code 5321.04 [except for R.C. 5321.04(A)(9)].

- 
- Any obligation described in the rental agreement is not met by the landlord.
  - If the conditions of the residential premises are such that the tenant reasonably believes that a landlord has failed to fulfill his/her obligations.
  - If a governmental agency has found that the premises are not in compliance with building, housing, health, or safety codes that could materially affect the health and safety of an occupant.

Tenants are NOT permitted to withhold rent when:

- They are behind in rental payments.
- They received written notice upon moving in that the landlord owns three or fewer dwelling units. (Landlords who are renting three or fewer units and who provide notice of that fact to the tenant in writing are not subject to rent withholding.)

If the landlord corrects the issue or condition set forth in the notice, the landlord may apply to the local clerk of court's office for release of the rent because the issue was corrected. A hearing then is scheduled before a judge or magistrate. If the tenant agrees in writing that the condition was corrected, the court will release the escrowed rental payments to the landlord and no hearing will be held.

The landlord also may apply for a partial release of the escrowed rent payments to pay the mortgage, insurance premiums, real estate taxes, utilities, repairs and other usual costs of operating the premises. The application for release of partial rent will be heard by a judge or magistrate who will consider the amount of rent the landlord receives from other rental units, the cost of operating those units, and the costs that may be required to address the tenant's complaints.

The landlord also may dispute rent withholding and request the court to release the rent deposited if:

- The tenant did not comply with notice requirements.
- The tenant was behind in the rental payments at the time of the initial rent deposits.
- There was no violation of any of the landlord's obligations.

The tenant may file an answer to any request by the landlord to have rent released explaining why he or she agrees or disagrees with the landlord. The tenant also may file a counterclaim asking for damages, including damages to compensate the tenant for the conditions at the property.

If the court determines that the reason for the rent deposit was the tenant's fault or the tenant intentionally acted in bad faith, then the tenant shall be responsible for damages caused to the landlord and court costs, together with reasonable lawyer's fees.

**Note:** If the landlord does not comply even after a reasonable period passes and the tenant deposited rent with the court, then the tenant can end the rental agreement, leave the premises, and request the court to refund the rental deposits to the tenant.

**Landlords should check with their local courts  
for any required forms/applications for these actions.**

---

## Evictions

Evictions, also known as *forcible entry and detainer*, occur when a landlord seeks to remove a tenant from a rental property. The process for eviction is set forth in Ohio Revised Code Chapter 1923. The procedures must be strictly followed in order to have a writ of restitution granted.

It is recommended that landlords discuss their problems with their tenants in an attempt to resolve the dispute prior to trial. If the parties cannot reach an agreement, then the landlord can move forward with the eviction court process. This begins with the filing of the *3-day notice* and the *notice to terminate*.

Evictions can be a complicated legal process. This is especially true when the facts are complicated or when the landlord receives a federal rent subsidy on behalf of the tenant. In these circumstances, a landlord may wish to get legal advice from a lawyer who practices in this area.

### 3-Day Notice to Leave the Premises/Notice to Vacate

(R.C. 1923.04: 1) does not include the day notice is served; and 2) does include intervening Saturday, Sunday or holiday):

This type of notice must contain two things:

1. The notice must make it clear to the tenant that the landlord will begin an eviction action and provide the reason(s) why the tenant is being asked to leave.
2. In cases involving all residential leases, the 3-day notice must contain the exact language below. Any variance in the language is grounds for dismissal.

*“You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.” This required language must be conspicuous in the notice so that it is seen by the tenant. Some ways a landlord can make this language conspicuous is by printing it in larger type than other language in the notice, by surrounding it with a border, and by printing it in bold and different typeface.*

The notice must be delivered to the tenant by one of these methods:

- By sending a written copy by certified mail, with a return receipt requested.
- By handing a written copy of the notice to the defendant in person.
- By leaving a written copy at the defendant’s usual place of residence; if a multi-unit, the specific suite is required and it is not permitted to leave the written copy at the front entrance to an apartment building.
- By leaving a written copy at the place from which the tenant is to be evicted.

Landlords cannot start an eviction case in court until 3 days have expired *after service* of the 3-day notice on the tenant. If the tenant did not voluntarily leave the premises after the three-day period expired, then the landlord can file an eviction case in court.

When counting the three days, the landlord should not count the day the notice was served or the last day of the notice. Do not count weekdays or holidays either.

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## Notice to Terminate

There are at least two circumstances in which a landlord must serve a notice on a tenant before the 3-day notice (R.C. 1923.04):

- When the landlord decides not to renew a month-to-month tenancy; and
- When the tenant fails to fulfill an obligation under Ohio law that materially affects health and safety, such as failure to maintain the premises in a clean and pest-free condition.

### **1) Non-renewal of month-to-month tenancy**

If a landlord does not wish to renew a month-to-month tenancy, the landlord must give the tenant notice at least 30 days prior to the rental date. There is no special language required in this notice. The 30-day notice is served in the same manner as the 3-day notice. After the 30 days pass, the tenancy expires; on the next periodic rental date, the landlord may give the tenant the 3-day notice. **Note:** The notice times for the 30-day notice and 3-day notice do not run concurrently.

### **2) Failure of tenant to fulfill obligations that materially affects health and safety**

If a tenant fails to fulfill one or more of his/her duties under Ohio law and that failure materially affects health and safety, then the landlord may give the tenant a 30-day notice explaining the tenant's failure. The notice must be specific enough for the tenant to understand the conditions about which the landlord is concerned. The tenant then has 30 days to correct the condition(s). If the tenant does not correct the condition during the 30-day period, the landlord may give the tenant the 3-day notice.

**Note:** If the landlord receives a federal rent subsidy on behalf of the tenant (one example is commonly known as "Section 8 housing,") the landlord must comply with the federal notice requirements. There can be three different time periods for notices of eviction under federal law. If the tenancy is subsidized, it is recommended that the landlord consult with a lawyer before starting an eviction action because of the number of federal regulations with which the landlord must comply.

## Eviction Court Process

Landlords will need to file the following documents with the court:

### 1. Complaint

(**Note:** Some landlords filing an eviction complaint must be represented by a lawyer, who must sign the complaint and appear at every court hearing. The only party who does not need to be represented by a lawyer is the titled owner to that property if that owner is a person (human being) and not a business entity, like a corporation or partnership. A landlord who is not the owner must be represented by a lawyer even if that landlord is a person and not a business entity.)

### 2. Instructions for service – See R.C. 1923.06.

- Service of the complaint and summons for eviction pursuant to R.C. 1923.06 should be:

- 
- 1) Personal or residential service, which includes:
    - a) Personal delivery to the tenant, or
    - b) Delivery to person of suitable age and discretion at rental premises if tenant is not available, or
    - c) Posted at premises in conspicuous place if tenant or other person of suitable age and discretion is not at premises.

**OR**

- 2) Certified mail
3. Copy of any written rental agreements
4. Copy of the 3-day notice to leave premises
5. Copy of any mandatory notice to terminate tenancy
6. Written proof of ownership of the real property, including the deed to the property
7. Written proof that the city in which the property is located issued a current certificate of occupancy or registration if required by local ordinance.

**Landlords should check with their local courts  
for any required forms/applications for these actions.**

**NOTE:** It is important to follow the court procedures for filing an eviction case. If landlords do not file all of the required documents, the case may be dismissed or delayed. Similarly, if all required notices are not properly served, the case may be dismissed or delayed.

Eviction cases can have multiple claims and multiple hearings. The landlord's claim for possession of the rental property (often called the "first cause of action") can be filed alone or with a second claim (for money damages for back rent or property damage (often called "the second cause of action"). The clerk of court often will set these claims for two separate hearings. The hearing on the first cause of action, which takes place first, will decide whether the landlord is able to remove the tenant from the property. The hearing on the second cause of action will be about any unpaid rent, utilities, or other damages. There will be only one hearing if the landlord requests only the return of the rental property.

For money-damages hearings, landlords cannot be granted a judgment of more than the jurisdictional limit of the court in which they file. The limit in most municipal courts is \$15,000. (There is no limit in the Cleveland Municipal Housing Court.) If the landlord sues for too little money, then the landlord must file an amended complaint and serve a copy on the tenant prior to the second hearing. A landlord can estimate the amount of damages, but that estimate must have a basis in fact. The landlord may wish to visit the property before filing the complaint in order to make a reasonable estimate for the damage claim.

If, after the court case has been filed, the parties reach an agreement outside the court, they must notify the court in writing before their next hearing date. On the day of the hearing, the court also may offer the parties a chance to participate in mediation. If the parties fail to reach an agreement, their case still would be heard by the court.

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## Preparing for the Court Hearing

1. Make a timeline of the events leading up to the dispute.
2. Gather any evidence that will help your case (e.g., contract, receipts, emails, photos)
3. Determine if there are any witnesses who should testify at the hearing and have firsthand knowledge of the facts of the case. If witnesses are not willing to testify, you can have them subpoenaed.
4. Organize your notes so you are prepared to present your side.
5. Bring your evidence and witnesses to court.
6. In court, the other party may say things with which you will disagree. Be sure to stay calm and respectful and address the hearing officer. If you get upset or begin to argue with the other side, you may forget issues you intended to raise.

You need to prove that the tenant did not pay the overdue rent or violated a material provision of the rental agreement. Your claim needs to be based on the law, facts, and evidence. Your case will be decided based on the facts and evidence you provide.

If the landlord is successful and is granted judgment on the claim for possession of the premises, the court will order that a writ of execution, often called a writ of restitution, to be issued. The writ is the instruction to the bailiff to return possession of the premises to the landlord. The court will give the landlord the move out date and explain how to arrange a court-supervised move out. The move-out process varies from city to city. The landlord cannot move the tenant out in any way other than the way directed by the court.

The court will give the tenant a specific number of days to move from the property. Usually, but not always, this is between seven and 10 days. If the tenant does not move from the property at the end of that period, the landlord will participate in a court-supervised move out, to take place in the manner decided by the court. In some cities, the landlord must hire movers to move the tenant's belongings to the lawns; in other cities, the landlord must put the tenant's property into storage. The court will tell the landlord and tenant how the move out will proceed.

If the landlord goes to hearing and wins the claim for money damages, then the landlord becomes a judgment creditor. If the tenant does not voluntarily pay the judgment, the landlord can consider debt collection alternatives like garnishment of wages and attachment of bank accounts. Landlords must have information about the tenant's income and assets in order to collect; the court does not pay judgments or search for assets for creditors.

### Filing an Objection

If a magistrate decided the case and the landlord disagrees with the outcome, the landlord has 14 days to file a written objection with the court. The objections must include the specific reasons the landlord disagrees with the decision. A party filing objections to a magistrate's decision must include a transcript of the evidence presented to the magistrate on the matter about which the party objects, or an affidavit, if a transcript is not available.

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A judge will consider the objections and any supporting documents. The judge may conduct a hearing, take additional evidence, modify the magistrate’s decision, or refer the case back to the magistrate for a new or supplemental hearing.

Filing objections often is a necessary step to preserve issues for appeal.

### Filing an Appeal

If the landlord disagrees with the judge’s decision, the landlord has 30 days from the date of the final judgment to file an appeal with the appropriate district court of appeals.

### Relevant Ohio Revised Code Sections

These sections may be of particular interest to landlords. This is not meant to be an exhaustive list. Also, it is important to read the rules of the local court in which the case is to be filed.

Ohio Revised Code Chapter 1923: Forcible Entry & Detainer

Ohio Revised Code 1923.04: Notice – Service

Ohio Revised Code 1923.06: Summons – Service of Process

Ohio Revised Code 1923.14: Writ of Execution Enforced

Ohio Revised Code Chapter 5321: Landlords & Tenants

Ohio Revised Code 5321.03: Action for Possession by Landlord

Ohio Revised Code 5321.04: Landlord Obligations

Ohio Revised Code 5321.05: Tenant Obligations

Ohio Revised Code 5321.11: Failure of Tenant to Fulfill Obligations – Remedies of Landlord

Ohio Revised Code 5321.13: Terms Prohibited in Rental Agreement

Ohio Revised Code 5321.16: Procedures for Security Deposits

Ohio Revised Code 5321.17: Termination of Tenancy

### Resources

*Leases & Rental Agreement*, Janet Portman, Marcia Stewart, and Ralph Warner (2019).

*Every Landlord’s Legal Guide*, Janet Portman, Marcia Stewart, and Ralph Warner (2012).

Ohio State Bar Association, *Law Facts: Tenant & Landlord Rights & Obligations*:

[ohioabar.org/public-resources/commonly-asked-law-questions-results/law-facts/law-facts-tenant-landlord-rights-and-obligations/](http://ohioabar.org/public-resources/commonly-asked-law-questions-results/law-facts/law-facts-tenant-landlord-rights-and-obligations/)

Ohio Legal Help: [ohiolegalthelp.org](http://ohiolegalthelp.org), 866.791.-8362

Franklin County Law Library, *Ohio Landlord/Tenant Law: Landlord Resources*: [fclawlib.libguides.com/ohiolandlordtenantlaw/landlord](http://fclawlib.libguides.com/ohiolandlordtenantlaw/landlord)

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## SAMPLE LANDLORD FORMS

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## SAMPLE DEMAND FOR RENT

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Name**

\_\_\_\_\_  
**Tenant's Address**

**Dear** \_\_\_\_\_,

Notice is hereby given that we have not received your rent payment of \$ \_\_\_\_\_ that was due on **[date]** \_\_\_\_\_, required by the tenant under a rental/lease agreement dated \_\_\_\_\_.

Under the terms of our agreement, an overdue rent payment results in your owing late charges of \$ \_\_\_\_\_. If your payment of the overdue rent plus the late charges are not received by **[date]** \_\_\_\_\_, we will proceed with a full eviction.

Your prompt attention to these matters will be greatly appreciated.

Sincerely,

\_\_\_\_\_  
**Landlord's Name**

\_\_\_\_\_  
**Address and Phone Number**



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In the \_\_\_\_\_ Municipal Court \_\_\_\_\_, Ohio

Plaintiff's name

Case No. \_\_\_\_\_

Plaintiff's address

vs.

Defendant's name

Defendant's address

### Sample Complaint for Eviction (Forcible Entry and Detainer)

#### FIRST CLAIM

1. Plaintiff is the landlord of the premises where defendant(s)/tenant(s) are living. \_\_\_\_\_ is the owner of the property. The address is \_\_\_\_\_, (City) \_\_\_\_\_, Ohio.
2. Defendant(s) had the following type of tenancy with plaintiff: \_\_\_\_\_.  
(oral, written, or such other terms as may be appropriate). A copy of the written lease is attached to this complaint.
3. Defendant(s) violated the terms of the tenancy in this way:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Plaintiff served the defendant(s) with a written notice to leave the premises on the date of \_\_\_\_\_. A copy of the notice is attached to this complaint.
5. In the notice, defendant(s) were told to leave the premises by the date of \_\_\_\_\_.
6. Defendant(s) did not leave the premises on the date stated above.

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**SECOND CLAIM**

1. Plaintiff reiterates and reaffirms all of the allegations in the first claim.
2. Defendant(s) owe rent in the amount of \$\_\_\_\_\_.
3. Defendant(s) owe for damage to the property in the amount of \$\_\_\_\_\_.
4. Defendant(s) owe for utilities in the amount of \$\_\_\_\_\_.

**WHEREFORE, PLAINTIFF DEMANDS,**

1. Restitution and recovery of said premises.
2. Judgment for back rent, damages, late charges, and utilities in the amount of \$\_\_\_\_\_ and costs and interest.

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SIGNATURE

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NAME (PLEASE PRINT)

---

ADDRESS

---

CITY, STATE, ZIP CODE

---

TELEPHONE NUMBER

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## SAMPLE LATE PAYMENT LETTER

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Name**

\_\_\_\_\_  
**Tenant's Address**

**Dear** \_\_\_\_\_:

In the past, we have accepted your late payment of rent along with late charges. Please be advised that we will no longer be able to accept your rent later than [time] \_\_\_\_\_ on [day of the month] \_\_\_\_\_.

If your rent payment is not received by [**time**] \_\_\_\_\_ on [**day of the month**] \_\_\_\_\_, we will proceed with eviction.

This letter is also to inform you that your rent will not be accepted for the month of \_\_\_\_\_ until your present \$ \_\_\_\_\_ balance is paid in full.

[**Landlord/property owner**] \_\_\_\_\_ is exercising his/her option to demand payment.

Your prompt attention to these matters will be greatly appreciated.

\_\_\_\_\_  
**Landlord's Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

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## SAMPLE LEASE TERMINATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Address

Dear (Tenant) \_\_\_\_\_:

The purpose of this letter is to inform you that I am not renewing your month to month tenancy in accordance with the Ohio Revised Code Section 5321.17. You have \_\_\_\_\_ days from the above date to vacate the premises.

Your failure to vacate the premises within this time will force me to initiate eviction proceedings in accordance with state law.

Sincerely,

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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## SAMPLE NOTICE OF NON-COMPLIANCE

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Name**

\_\_\_\_\_  
**Tenant's Address**

**Dear** \_\_\_\_\_:

This letter will serve to notify you that you have failed to fulfill the obligations imposed upon you by the Ohio Revised Code Section 5321.05 as a tenant under agreement dated \_\_\_\_\_.

The following obligations have been breached: \_\_\_\_\_  
\_\_\_\_\_.

Further, this failure materially affects health and safety.

You are further notified that unless you remedy the condition(s) described above, the rental agreement will terminate on [date] \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
**Landlord's Name**

\_\_\_\_\_  
**Address and Phone Number**



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## Appendix E

# STRATEGIES FOR ADDRESSING A BACKLOG OF EVICTIONS CASES

## Tip Sheet for Ohio Courts

The COVID-19 pandemic has created unprecedented times for the judiciary and the bar of Ohio. Courts may face a surge of eviction cases due to a higher rate of unemployment. Landlords have justified expectations that their cases be heard as expeditiously as possible. Courts may already be facing a backlog of other civil cases due to continuances issued during the pandemic.

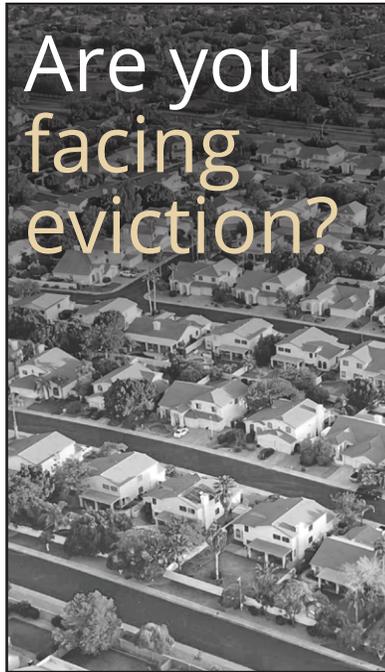
The following are case management tips courts can employ to address a surge in eviction cases and the backlog of other cases:

- Use the Pathways Approach to Case Management.** Match resources to the needs of each case. Triage civil cases into “streamlined,” “general,” and “complex” cases. For example, streamlined cases present uncomplicated facts and legal issues and require minimal judicial intervention, but close court supervision. Learn how to implement this smart approach at [sc.ohio.gov/JCS/courtsvcs/resources/pathwayapproach.pdf](https://sc.ohio.gov/JCS/courtsvcs/resources/pathwayapproach.pdf).
- Alternative Dispute Resolution Programs.** Mediators can resolve eviction cases online, by phone, or by text-based mediation platforms.
- Settlement Sessions.** Hold a “settlement week” so mediators can work with landlords and tenants.
- Continue to Use Remote Hearings When Appropriate.** Remote hearings resolve transportation issues that affect low-income families. Plus, it’s safer for everyone and you’ll have fewer who fail to appear.
- Simplify Entries.** Form-based entries that can be electronically generated save time.
- Pre-filing Programs.** Use court-sponsored interventions to help landlords and tenants resolve their issues before filing becomes necessary.
- Reallocate Staff.** Appellate/visiting judges, magistrates, and legal interns can help until the backlog is eliminated.
- Run an Extra Docket.** Determine if you can increase your capacity.
- Cross-Train Staff on Eviction Paperwork.** Write easy-to-follow instructions for common tasks.
- Listen before Planning.** Solicit ideas from the local bar, clerks, and judicial staff for creative ways to deal with the coming surplus of hearings.
- Communicate.** Explain changes to stakeholders and everyone involved and update your court website weekly. Post resources for Legal Aid, pre-filing interventions, mediation, and community resources at the court and on your website.
- Civil Jury Trials.** Try holding them virtually; many litigants would prefer that to having them postponed indefinitely.
- Explore Off-Site Jury Trials.** Auditoriums allow parties and juries to sit farther apart and social distance.
- Night Court.** Can increase the number of hearings you can hold, if your budget and staffing allow for it.

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- ❑ **“Catch-up Hours.”** Offer flexible, uninterrupted “catch-up” hours for staff to process filings
  - ❑ **Take a Webinar.** Check [OhioCourtEDU](#) for new offerings by the Supreme Court of Ohio Judicial College regarding evictions.
  - ❑ **Offer Local Trainings or Tech Mentors.** If you plan to have video-conference hearings, offer training to attorneys and judges who may be unfamiliar with the technology.
  - ❑ **Legal Aid.** Tenants often are unfamiliar with the court system so having an attorney to assist them can make the process more efficient and fair.
  - ❑ **Collect Email Addresses and Phone Numbers.** A tenant in a state of housing uncertainty may fail to update his or her address with the court. The court should provide additional notifications of court hearings, such as by text or email, thus reducing failure-to-appear rates.

**With thanks to the Supreme Court of Ohio  
Advisory Committee for Case Management - Covid -19 Backlog Workgroup**

EVICTON RESOURCE CARDS AND FLYER



FRONT

If you are facing eviction:

- Seek rental assistance
- Seek legal assistance
- Talk to your landlord about a payment plan
- Seek additional assistance

Visit the Ohio Supreme Court website for resources to help you navigate these steps.

[bit.ly/ohioa2j](https://bit.ly/ohioa2j)

A QR code is located in the bottom left corner of the card's content area. To its right is a black button with a white mobile phone icon and the text "SCAN ME" in white capital letters.

BACK

# Eviction Assistance

If you are facing or considering an eviction:

- Seek rental assistance
- Seek legal assistance
- Discuss a payment plan
- Seek additional assistance

Visit the Ohio Supreme Court website for resources to help you navigate these steps.



[bit.ly/ohioevictionresources](https://bit.ly/ohioevictionresources)





# THE SUPREME COURT *of* OHIO

65 South Front Street Columbus, Ohio 43215-3431

