



THE SUPREME COURT *of* OHIO

EVICCTIONS

REPORT & RECOMMENDATIONS



July 2020

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INTRODUCTION

The emergence of the coronavirus has had widespread effects throughout the court system and the economy. As Ohio faces record unemployment rates, local court systems either have continued cases or drastically slowed their operations to hear only essential matters to comply with the State of Ohio Department of Health Emergency Order, and federal and state legislation. As a result, the Court anticipates an influx of evictions filings, as well as a backlog of civil cases generally.

In anticipation of the increase in these case types, Chief Justice Maureen O'Connor directed the Office of Court Services to convene stakeholders to analyze projected caseloads, create strategies for backlogs, and modernize court operations through technology.

A review of other states compared how each state is handling evictions during various stay-at-home orders. The discussion and recommendations include recommendations for eviction mediation and settlement sessions; technology and access to courts; and increasing capacity for mediators. These recommendations balance the backlog of cases, access to justice, and timely processing of cases.

CASE-FILING DATA

The Supreme Court of Ohio collects monthly caseload statistical reports from Ohio's courts. The month of April was the first full month during which the tolling provisions of Am.Sub.H.B. No. 197, the Supreme Court's order entitled *In re Tolling of Time Requirements Imposed by Rules Promulgated by the Supreme Court and Use of Technology* ("Tolling Order"), and the federal Coronavirus Aid Relief and Economic Security Act (CARES) were all in effect. In addition to the tolling provisions, the economic downturn and social disruptions caused by COVID-19 certainly contributed to reductions in caseloads.

Data collected for April and May provide a sufficient foundation for analyzing case-filing trends. However, interpreting those trends at present is challenging. The speed at which Ohio's economy will strengthen, as well as its ongoing durability as the coronavirus continues to affect the state going forward, are difficult to predict, as are projections of continuing declines or anticipated surges in case-filing rates. Compounding these issues is the variable nature of the impact of COVID-19 on communities across Ohio.

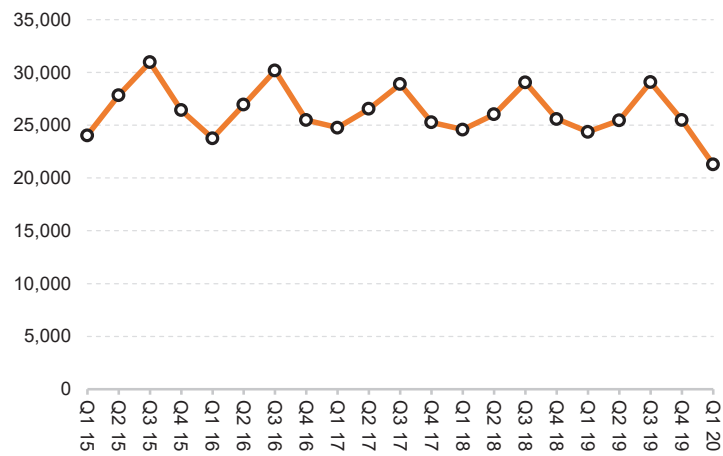
Reported by the 82 percent of municipal courts and county courts that, to date, submitted their monthly caseload statistical reports for April and May 2020 were 1,122 new eviction case filings in April and 2,036 new eviction case filings in May. Between January and March 2020, those same courts reported receiving a monthly average of 4,440 new eviction case filings. Accordingly, filings in April were down 75 percent from the first-quarter average. Of note, however, is the nearly 82-percent rise in the number of new eviction case filings in May compared to April.

Eviction case filings demonstrate a distinct seasonality, peaking each year in the third quarter, between July 1 and September 30. (See Table 1 and Figure 1.) Based on filing trends over the last five years, the number of eviction cases one would expect to see filed during the third quarter of 2020 would be about 30,000 cases — an average of 10,000 cases per month for those three months. Considering that the first quarter of each year typically is the annual seasonal trough in the volume of new eviction case filings and that the number of filings in April were down 75 percent over the first-quarter average — typically the smallest quarterly volume each year — it is clear that Ohio's courts will experience an unprecedented surge in the number of new eviction cases being filed over the coming weeks and months. Moreover, these declines reflect the immediate and direct impacts of the tolling provisions described above and do not account for the imminent loss of federal support or increases in the number of Ohioans unable to make their rent payments.

Table 1. New Filings of Eviction Cases, Quarter 1, 2015 to Quarter 1, 2020

Quarter	New Filings
Quarter 1, 2015	24,039
Quarter 2, 2015	27,834
Quarter 3, 2015	30,972
Quarter 4, 2015	26,431
Quarter 1, 2016	23,762
Quarter 2, 2016	26,950
Quarter 3, 2016	30,184
Quarter 4, 2016	25,481
Quarter 1, 2017	24,777
Quarter 2, 2017	26,560
Quarter 3, 2017	28,907
Quarter 4, 2017	25,269
Quarter 1, 2018	24,595
Quarter 2, 2018	26,031
Quarter 3, 2018	29,046
Quarter 4, 2018	25,593
Quarter 1, 2019	24,373
Quarter 2, 2019	25,463
Quarter 3, 2019	29,083
Quarter 4, 2019	25,502
Quarter 1, 2020	21,293

Figure 1. New Filings of Eviction Cases, Quarter 1, 2015 to Quarter 1, 2020



STATE BY STATE

The following summarizes the findings of how states are responding to eviction proceedings in the United States, according to an ongoing research study conducted and supervised by Emily Benfer of Columbia Law School.¹ The purpose of the study is to document the court, gubernatorial, and legislative COVID-19 actions taken throughout the United States that affect eviction and foreclosure cases at the state level.

The study includes 50 states and the District of Columbia. The majority of the states (37) currently are suspending eviction cases, enforcement, or both, through either gubernatorial orders, or judicial orders. Of the 37 states suspending eviction cases, enforcement of evictions, or both, 11 states (Alabama, Alaska, Arizona, California, Florida, Kansas, Montana, Nebraska, New Mexico, Oregon, and Wisconsin) require moratoriums to be based either on nonpayment of rent or demonstrated hardship as a result of COVID-19 (either loss of income, quarantine of self or a family member, or caring for a child out of school due to school shutdowns). Many of these states include the suspension of late fees and moratoriums on utility shutoffs. Nearly all states also have exceptions to these moratoriums for emergency matters, including potential harm to persons or property.

The remaining 14 states either leave eviction suspensions to local discretion, have no specific order/declaration, or are resuming eviction proceedings, both in person and virtually. Courts have stated evictions can resume in person in Texas, Virginia, and West Virginia. Courts have stated evictions can resume via remote proceedings in Arkansas, Idaho, North Dakota, South Carolina, and Utah. Missouri has no specific order on evictions; however, it is suspending in-person proceedings subject to some exceptions that do not include evictions. Finally, Georgia, Ohio, Oklahoma, South Dakota, and Wyoming are leaving these decisions to local discretion, with some states providing guidance and suggestions, but no binding orders.

Ongoing monitoring of national trends will be important to responding to the impact of COVID-19. Responses from each state may change rapidly depending on economic and health conditions of each state, or even regions within the state. Up-to-date data can be found from the U.S. Census Bureau² for general economic data, and The Eviction Lab³ for eviction specific data and policies.

1 Columbia University, Office of the Executive Vice President for Research, Eviction Protection, research.columbia.edu/covid/community/evictionprotection (accessed June 15, 2020).

2 [Census.gov/householdpulsedata](https://www.census.gov/householdpulsedata).

3 [Evictionlab.org/eviction-tracking/](https://www.evictionlab.org/eviction-tracking/).

DISCUSSION AND RECOMMENDATIONS

Evictions

According to a recent study⁴ by the Ohio Poverty Law Center, in Ohio, more than 3,545,527⁵ people in 1,572,000 households — or 34 percent of all households — rent their homes.⁶ In 2019, the fair-market-value rent for a two-bedroom apartment in Ohio was \$818. A family needed to earn almost twice the minimum wage — or \$15.73 per hour — to afford this rent.⁷

If the impact of the recession becomes as prevalent and prolonged as predicted, it is reasonable to expect a correlating influx of evictions cases in courts across the state. In fact, some courts already are dealing with a backlog from limiting evictions hearings during the stay-at-home period out of concern for safety and social distancing, and some interpretations of emergency federal and state law.⁸ Case management strategies and limited mediation programs could assist courts in dealing with the projected surge in evictions over the coming months.

Judicial Leadership

Judicial Leadership is an integral part of the responsibility of courts to deliver quality of justice.

Judicial leadership is outlined in the Ohio Professional Code of Conduct Rule 1.2 Promoting Confidence in the Judiciary: *A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.*

Judges now have an opportunity to gather stakeholders to assess their case management system, examine resources, and engage in promising practices to minimize conflict for Ohio citizens during this pandemic. Bringing together stakeholders will focus on justice that is timely, safe, and fair.

Education to Landlords and Tenants

The court should provide education to landlords and tenants either through packets of information, seminars, or materials available on the court's website. For example, one court holds a seminar to inform landlords of what they may and may not do regarding rental property.⁹ Further, it also would be a great vehicle to explain financial assistance to landlords, which takes the financial pressure off of the landlord and provides time to permit the landlord to be more flexible with a tenant regarding rent arrangements. See Appendix C: Tenancy Preservation: Information for Tenants and Appendix D: Property Stability: Information for Landlords.

4 *Providing Stability to Ohio's Housing Market During the COVID-19 Pandemic*, (April 2020) <https://www.ohiopovertylawcenter.org/wp-content/uploads/2020/04/OPLC-rental-assistance-report-042220-Final.pdf> (accessed June 15, 2020).

5 Citing U.S. Census Bureau. *Total Population in Renter Occupied Housing Units by Units in Structure, ACS 2018 (5-Year Estimates)*.

6 Citing National Low Income Housing Coalition, *Out of Reach 2019 Report*, reports.nlihc.org/oor/ohio (accessed June 15, 2020).

7 *Id.*

8 The federal CARES Act (P.L. 116-136) and Am.Sub. H.B. No. 197.

9 Lakewood Codified Ordinance 1306.44, regarding housing license requirements for rental properties in the City of Lakewood - concerning the mandatory seminar (2018).

Case Management

One strategy to assist with the influx and backlog of evictions is through case management. Case management is the amount of resources devoted to the caseload. One of the fundamentals of case management includes the court controlling the pace of litigation. When eviction cases are set for hearing, the court should set dockets using time-certain scheduling. By scheduling a reasonable number of cases every quarter-hour, half-hour, or hour, this ensures parties spend less time waiting in the hallway, the courtroom is more likely to stay on time, and attorneys can better plan their day with knowledge of when they will be expected to be in the courtroom. Courts should accommodate the physical distancing requirements for waiting areas and hearing spaces. Franklin County Municipal Court is using the Columbus Convention Center as an alternative to ensure compliance with physical distancing. Each court in the county should coordinate to block time for those attorneys who practice before multiple courts. Each court should ensure all parties have adequate notice to be able to participate, and comply with the rights of victims.

However, one caveat for evictions is that the court should ensure that eviction cases are screened for domestic and abusive tenants. Even in states where there are statewide moratoriums on evictions, there are exceptions for allegations of domestic abuse, illegal activity, and property damage.

According to the Eviction Lab at Princeton University, on average each day across Ohio, 158 renters and their families are evicted from their homes. Once the eviction moratorium provisions under the federal CARES Act expire on July 25, 2020, we can expect a surge in new filings that could result in a sharp increase in the number of people displaced, many due to circumstances beyond their control resulting from the COVID-19 pandemic. Princeton University's Evictions Lab developed a policy score card for each state's evictions laws and processes. Ohio's score was in the bottom of the half.¹⁰ The score methodology should be examined by the workgroup and recommendations should be developed to enhance Ohio's faring.

Mediation Framework

An eviction mediation framework should also be shared with local courts now, in anticipation of the need to offer mediation for an expected increase in the eviction cases. A discussion of the key principles for a local court to consider in offering eviction mediation services at this time would be helpful, including templates as well. A proposed framework and sample templates are found in Appendix A.

Building Capacity in Mediation Services

Courts are continuing to adopt the use of mediation to efficiently resolve cases. A June 2020 survey of Ohio's courts found that mediation was widely in use within Ohio's courts of common pleas. In nearly all counties (95 percent), mediation was used for civil litigation in the general divisions of the courts of common pleas. In Ohio's 164 municipal and county courts, however, mediation was not as widespread. The survey revealed that cases are referred to mediation in 39 percent of municipal and county courts. Among courts that did not report referring cases to mediation, 57 percent indicated that they did not do so because historically they did not believe there was enough of a need in their court. However, a lack of funding to pay mediators (40 percent) and a lack of qualified mediators (26 percent) also were cited as reasons for not referring cases to mediation.

¹⁰ Eviction Lab, Covid-19 Policy Scorecard, evictionlab.org/covid-policy-scorecard/#scorecard-intro (accessed June 15, 2020).

The use of court-appointed mediators provides an opportunity for court users to resolve disputes without judicial intervention. Using volunteer mediators, dispute resolution students, and local practitioners increases the opportunities provided by the court to the community as they seek resolution. Mediation agreements can be adopted as judgment entries, which resolve formal disputes.

Courts should focus on building capacity for mediation. In the mortgage crisis, local courts trained additional court personnel to mediate. Courts also could consider asking members of the local bar associations and members of the Ohio Mediation Association to serve as volunteer mediators and to donate their time for the backlog of cases in the court.

If budgets permit, local courts should consider hiring seasonal law clerks to increase capacity. The court should plan for the increased volume of hearings by identifying local practitioners who may be available to hear cases in a part-time or temporary capacity until the backlog is caught up. The local court could consider how law students may assist judicial officers in research or writing decisions.

Another way the local court can increase capacity for mediation services if the court does not have access to a mediator is to request visiting judges to hear cases as needed from the chief justice.

Settlement Sessions

Another strategy is for a court to implement temporary programs, called settlement sessions, to provide landlords and tenants with a process for quickly resolving their disputes through mediation or facilitation. Settlement sessions mesh the supply of experienced mediators or facilitators with the demand posed by backed up pending eviction cases in need of resolution. Settlement sessions speed resolution so eviction dockets stay current. Information on settlement sessions is in Appendix B.

RECOMMENDATIONS:

- 1) Local courts should adopt an evictions mediation program considering the principles in **Appendix A**.
- 2) Local courts should consider hosting settlement sessions using the framework included in **Appendix B**.
- 3) Local courts should make this information accessible: **Tenancy Preservation: Information for Tenants** in **Appendix C**.
- 4) Local courts should make this information accessible: **Property Stability: Information for Landlords** in **Appendix D**.
- 5) The Supreme Court should adopt the Evictions Bench Card and the CARES Act Compliance Statement and Order in **Appendix E**.
- 6) The Workgroup should examine the Princeton's Eviction Lab scorecard on Ohio and determine if recommendations are needed for Ohio.

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- 7) The Advisory Committee on Case Management should develop and publish **Strategies for Addressing a Backlog of Cases (Appendix F)** as guidance for courts.
 - 8) Local courts should develop time-certain scheduling for cases in particular, evictions cases.
 - 9) The Supreme Court should develop a directory of resources for local courts regarding evictions, including utility assistance. (**Appendix G**).
 - 10) The Supreme Court should develop resources for online platforms (**Appendix H**).

Technology Enhancements and Access to Justice

Both the Evictions and Foreclosure Workgroups discussed ways that technology could enhance compliance with physical distancing and access to justice during the pandemic.

According to the National Center for State Courts, five of the most common efforts state courts are taking to combat the coronavirus are:

- 1) Restricting or ending jury trials;
- 2) Restricting entrance into courthouses;
- 3) Encouraging or requiring teleconferences and videoconferences in lieu of hearings;
- 4) Generally suspending in-person proceedings; and
- 5) Granting extensions for court deadlines, including deadlines to pay fees/fines.¹¹

One component of the Supreme Court's response to the coronavirus health emergency is to encourage local courts to utilize technological solutions to maintain court operations. Supreme Court Chief Justice Maureen O'Connor awarded more than \$6 million of her budget in emergency remote technology grants to 284 courts in 87 counties. The special grants were in addition to Chief Justice O'Connor's annual Ohio Technology Initiative, which has transferred more than \$17 million to local courts over the past six years.

The Supreme Court's emergency technology grants equipped courts with cameras, microphones, online platforms, video conferencing, software, and hardware for use in remote proceedings. These resources will modernize Ohio's courts allowing them to function under most any condition, while also increasing access to justice and complying with Ohio's Department of Health Emergency Order.

Conducting remote hearings can reduce barriers to in-person court appearances, such as transportation, child care, and time off of work. As courts shift to online platforms, courts can increase the rate of appearance, efficiency, safety, and decrease continuances. Some reports suggest that more litigants are showing up for those remote hearings than for in-person hearings before the pandemic. Judges and administrators in many of the 41 states and territories that mandate or urge their courts to use teleconferencing or videoconferencing to conduct remote hearings say they have noticed a difference.¹²

11 National Center for State Courts, *Coronavirus and the Courts*, ncsc.org/newsroom/public-health-emergency (accessed June 15, 2020).

12 National Center for State Courts, *Will Remote Hearings Improve Appearance Rates?* (May 14, 2020); ndcourts.gov/news/national/legal-issues/will-remote-hearings-improve-appearance-rates.

Virtual court proceedings also present challenges for courts. One such barrier is access to the internet and mobile devices. There still are many individuals and communities in need. Another challenge is ensuring parties are engaged in the virtual hearing or mediation. Finally, courts lack knowledge and familiarity with the new technology. The lack of comfort extends not only to courts, but to judges, visiting judges, attorneys, and self-represented litigants. However, operator proficiency will improve over time as skills are gained.

Another challenge is ensuring public accessibility to courts through technology. As courts open to the public, the courts should adopt a local rule regarding remote hearings and events. This rule should state courts' expectations and promote accountability to the public. Courts should consider using live-streaming technology so the public continues to have access to the court via that technology. In addition, courts should consider hearings and also those court events that are not public, as well as those events that are open to the public. The local rule also should indicate how public accessibility is conveyed, pursuant to Sup.R. 44-47. Finally, courts should consider a public announcement of this local rule to ensure the general public is informed.

In a national poll that was released on June 24, 2020 by the National Center for State Courts, the public is warming to the idea of remote court appearances. Nearly two out of three people would be receptive to appearing in courtrooms remotely – a significant increase from just six years ago, when two out of five said they were receptive.

This finding, from a new national poll conducted for NCSC, reflects the public's growing comfort level with technology and its discomfort with being in close proximity to others during the coronavirus pandemic.

Although the Supreme Court's Foreclosure Workgroup made the following recommendations, the recommendations also were discussed in the Evictions Workgroup.

RECOMMENDATIONS:

- 1) The Supreme Court should continue the annual Ohio technology grant effort. As a part of this initiative, the Supreme Court should prioritize funding e-filing, e-notarization, e-document signatures, online mediation platforms, apps,¹³ and texting capabilities to encourage courts to continue virtual capabilities. These technological solutions increase access to justice, modernization, and enhance the public's trust and confidence in the courts.
- 2) The Supreme Court should encourage the use of online dispute resolution (ODR) in foreclosures, landlord-tenant, and eviction cases. The Supreme Court seeks to reduce in-person mediations and hearings by having parties resolve their cases online without having to enter the courthouse or mediation facilities. ODR not only decreases in-person hearing dockets for the judges, but reduces in-person mediation needs, administrative tasks for mediation administrators and court staff, and the time it takes to resolve these cases.

13 Cuyahoga County, Ohio, Office of the Executive, *Cuyahoga County Domestic Relations Court Launches Mobile App: CourtConnect*, (Aug. 9, 2019), executive.cuyahogacounty.us/en-US/DR-Launches-CourtConnect.aspx (accessed June 15, 2020).

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- 3) The Supreme Court should pilot a secure, online ODR platform that is accessible and mobile-responsive. The ODR platform will be designed to be implemented in a nimble, flexible manner. There is precedent for this in 2008, when mediation program grants were given out through the Supreme Court.

Also, the ODR platform would be configured to collect data on an ongoing basis for research and analysis. The pilots would provide de-identified data for research teams based on ODR case/party activities and results along with end-user surveys that are easily configurable.

Target total pilot cases less than \$100,000. The estimated costs include:

- Set-up Fee: \$2,500 for per court (5-6 initial courts - similar setups, smaller set-up fees)
- Integration Fee: \$3,500 per integration (possibly 2 integrations)
- Subscription Fee (option for a transaction fee implementation)
 - a. Based on a 6-12-month volume that will be \$80,000

This initial information with the teams would be gathered and then implemented on test and staging servers for testing, review, updates and final acceptance.

- 4) The Judicial College should develop webinars on diverse platforms;
 - a. Develop online platform “How-To” Guides (See Appendix F for Zoom instructions).
- 5) The Supreme Court should provide technical assistance for local courts to become more comfortable and proficient with online platforms.
- 6) The Dispute Resolution Section, in coordination with the Commission on Dispute Resolution, should develop an online foreclosure mediation simulation for use by courts, mediators, attorneys, and litigants.
- 7) The Supreme Court should adopt forms and ensure the forms are able to be populated easily to ensure access to justice.
- 8) Local courts should adopt a local rule on virtual hearings and accessibility to the public.

Reporting and Data Collection

The Court should track statistics to determine the success rate and how effective the mediation program is in easing the backlog of pending foreclosure and eviction cases in Ohio. The Court should collect data on the number of cases statewide that are referred to mediation programs and outcomes.

RECOMMENDATION:

- 1) The Supreme Court should consider requiring courts provide regular reporting to the Supreme Court concerning the use of mediation in managing their foreclosure and eviction caseloads. Measures to be tracked would include the number of cases referred to mediation and their outcomes, as well as measures relating to timeliness and program efficiency.

APPENDICES



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
 - Withholding of rent for failure to make repairs
 - 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](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/>

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

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;
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 _____.
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; and

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

	Amount	Date Due
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): _____

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.
6. Tenant expressly relinquishes possession of any and all belongings which may be left in the premises 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. 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.

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 4. Mediated Agreement 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 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 without prejudice.
5. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to request Judgment for Restitution of the Premises.
6. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

Signature - Plaintiff(s)

Signature – Defendant(s)

Phone #:

Phone #:

Email:

Email:

**Form 5. 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.

6. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to request Judgment for Restitution of the Premises and Defendant must explain nonpayment.

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

Signature - Plaintiff(s)

Signature – Defendant(s)

Phone #:

Phone #:

Email:

Email:

Form 6. Mediated Agreement to Payment Plan and to Vacate – Judgment for Plaintiff
IN THE MUNICIPAL COURT

_____ COUNTY, OHIO

MEDIATED AGREEMENT

Plaintiff(s)

Date: _____

vs.

Case No: _____

Defendant(s)

PARTIES AGREE:

1. Judgment for Plaintiff on the First Cause of Action.
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.

Signature - Plaintiff(s)

Phone #:

Email:

Signature – Defendant(s)

Phone #:

Email:

Appendix B

EVICTION 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

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, 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.

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

Form 1. Joint Bench-Bar Announcement

To: The Practicing Bar of _____ County, Ohio

From: Judge XXXXXXXX, Administrative Judge

XXXXXXXXXXXXXXXX, Bar Association President

Re: Eviction Settlement Sessions

The Municipal Court and the XXXXXXX 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.

Administrative Judge

Bar President

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

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,

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]

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]

Form 5. Sample Volunteer Mediator's Report

IN THE MUNICIPAL COURT OF _____ COUNTY, OHIO

Plaintiff(s),
Vs. Case # ____ CV__-_____

Defendant(s) Judge _____

MEDIATOR'S REPORT

Pursuant to R.C. 2710.06, the volunteer mediator reports to the assigned judge on the eviction settlement session mediation in this case. DO NOT file this form with the Clerk of Courts.

Present at the conference were: Plaintiff's counsel [] Plaintiff/authorized representative []
Defendant's counsel [] Defendant [] Support person []

The conference was conducted: In-person [] By video [] By conference call [] By a combination of means []

As a result of the conference, the case is:

[] Settled as to all issues. _____

[] Settled as to some issues: If so, issues settled/unsettled- _____

[] In need of additional discussions after more discovery.

[] In need of additional discussions after motions practice.

[] Set for a follow up mediation with this mediator on _____, 20__ at ____:____ AM/PM at _____ office.

[] Terminated without settlement. Do NOT list substantive positions or reasons for impasse.

[] Other: (Do NOT list substantive discussions): _____

Respectfully submitted,

Name _____ Firm _____

Address _____ City _____

State, ZIP _____, _____ Phone (____)- _____-_____

Email _____

Return this form by email as a PDF to XXXXXXXXX@XXXX.XXX or USPS to: XXXXXXXXXX, Street, City, Ohio, ZIP. The court thanks you for your service as a volunteer mediator.

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

Form 7. Instructions on Video Conferencing for Mediators

- sc.ohio.gov/coronavirus/resources/onlineMediationPracticalGuidance042720.pdf
- sc.ohio.gov/coronavirus/resources/securitySafetyTips042720.pdf

Appendix C

TENANCY PRESERVATION: INFORMATION FOR TENANTS

Rental Lease

A residential lease, often called a 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 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 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 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.¹⁴

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. ¹⁵	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.
<p>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.</p> <p>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.</p>	<p>Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.</p> <p>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.</p>
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.

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

15 United States Department of Housing & Urban Development, List of Fair Housing Agencies in Ohio: hud.gov/states/ohio/working/fheo/fhagencies (accessed June 25, 2020).

YOUR RIGHTS AS A TENANT	YOUR RESPONSIBILITIES AS A TENANT
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:

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 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 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 tenant’s usual place of residence.
- 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):

- 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.

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.

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 on the tenant may differ from court to court throughout the state. Courts send the complaint and summons by **U.S. Postal Service certified mail, along with another copy sent by regular U.S. Postal Service mail with proof by certificate of mailing**. The court also can **personally serve** on the tenant a copy of the complaint and summons or the court bailiff can post it in a **conspicuous place on the rental property**.

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). 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.

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.

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.

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.

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 in seven days, 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 Tenants¹⁶

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 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.

¹⁶ 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).

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.

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 around seven days from the hearing date. 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 Program¹⁷

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.
- The 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 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.

¹⁷ Garfield Heights Municipal Court, *How to Recover Rent*; ghmc.org/renting/withholding-rent/landlords-how-to-recover-rent (Accessed June 19, 2020).

RENT DEPOSIT PROCESS	
Step 1	Notify your landlord in writing of the condition/issue that needs resolved (<i>See Notification to Landlord the Property Needs Attention Form</i>)
Step 2	Wait for landlord's response
Step 3	Complete application to withhold rent and make rental deposit to the court clerk (<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. After 30 days, the tenant can do one of the following:

- 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 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 Terminate the rental agreement.

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.

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.

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.

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.

Motion to Seal Eviction Record: This is an example of a motion to expunge an eviction in Cleveland Municipal Court, Housing Division, which has a local rule specifically allowing for such expungements. Franklin County Municipal Court does not have this rule, but this motion may give ideas for how to write a motion to seal using Rule 45, referenced above.

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 counterclaimsOhio 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. The form is from the Southeastern Ohio Legal Services of 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

[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.

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

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 exists in my apartment and common areas:

(list all conditions which need to 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 aforesaid 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 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.

THE FOLLOWING IS FOR COURT USE ONLY Application # _____

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)

SAMPLE FORM 3: Eviction Answer/Defenses

SAMPLE EVICTION ANSWER/DEFENSES

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.

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. The landlord refused my rent.
- 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 bad, 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:

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 \$___.

Plaintiff/Tenant

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 eded: _____

 - 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?

• **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 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?

- **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.

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)

***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 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.

- **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.)	
)	<u>FINANCIAL DISCLOSURE/FEE-</u>
)	<u>WAIVER AFFIDAVIT AND ORDER</u>
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 187.5% of the federal poverty guidelines.			
Place an "X" next to any benefits you receive			
Ohio Works First ¹ : <input type="checkbox"/> SSI ² : <input type="checkbox"/> Medicaid ³ : <input type="checkbox"/> Veterans Pension Benefit ⁴ : <input type="checkbox"/> SNAP/Food Stamps ⁵ : <input type="checkbox"/>			
Monthly Income			
I am NOT 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)	\$	\$	\$
TOTAL MONTHLY INCOME			\$
Liquid Assets			
Type of Asset	Estimated Value		
Cash on Hand	\$		
Available Cash in Checking, Savings, Money Market Accounts	\$		
Stocks, Bonds, CDs	\$		
Other Liquid Assets	\$		
Total Liquid Assets			\$
Monthly Expenses			
Column A		Column B	
Type of Expense	Amount	Type of Expense	Amount
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)	\$
Total Column A Expenses	\$	Total Column B Expenses	\$
TOTAL MONTHLY EXPENSES (Column A + Column 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)

Persons in family/household	100% Poverty	100% Poverty Monthly Gross Income	187.5% Poverty	187.5% Poverty Monthly Gross Income
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.

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

²SSI 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)

³Medicaid 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

⁴Veterans 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

⁵Supplemental 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)



Appendix D

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

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 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 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.
- 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.

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.

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

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.

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 lawn; 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.

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/

Ohio Legal Help: ohiolegalthelp.org, 866.791.8362

Franklin County Law Library, *Ohio Landlord/Tenant Law: Landlord Resources*: fclawlib.libguides.com/ohiolandlordtenantlaw/landlord



SAMPLE LANDLORD FORMS

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

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.

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.

SIGNATURE

NAME (PLEASE PRINT)

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

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

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

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

Appendix E

Federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Bench Card for Ohio

<p>Is the reason for eviction nonpayment of rent or fees? [§4024(b)(1).]</p> <p style="text-align: center;">OR</p> <p>Is the reason for eviction reason other than nonpayment and the landlord issued a notice to vacate prior to July 25, 2020? (i.e., no waiver of notice in lease and/or subsidy program requires a notice to vacate?) [§4024(c)(2).]</p>	
IF YES TO EITHER	
<p>Is it a covered dwelling? [§4024(a)(1)]</p> <ol style="list-style-type: none"> Does the tenant occupy the property? Pursuant to a written lease agreement or other lease “terminable by State Law” (including an oral tenancy)? 	
IF YES	
<p>Is it a covered property? [§4024(a)(1)]</p> <ol style="list-style-type: none"> Does the property “participate in” a subsidy program covered by the Violence Against Women Act (VAWA): <ul style="list-style-type: none"> Does the property have any tenant who uses a Section 8 Housing Choice voucher (“HCV”) or VASH (HUD-Veterans Affairs) voucher? Does the property contain any Section 8 project-based voucher (PBV) units? Does the property contain any public housing units? Does the property contain any HOME (HOME Investment Partnership) units? Does the property contain any HOPWA (Housing Opportunities for Persons with AIDS) units? Does the property have any Permanent Supportive Housing (PSH) units, or any tenants that use a PSH or Shelter Plus Care voucher? Does the property have any federal Low Income Housing Tax Credit (LIHTC or “tax credit”) units? Does the property receive a project-based subsidy through HUD? Does the property receive a project-based subsidy through the U.S. Department of Agriculture? Does the property “participate in” the Section 542 Rural Housing voucher program? <ul style="list-style-type: none"> Does the property have any tenant who uses a Rural Housing voucher? <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> Does the property have a federally backed single family (1-4 units) or multifamily mortgage: <ul style="list-style-type: none"> Does the property have a mortgage insured by the Federal Housing Administration (FHA)? Does the property have a mortgage guaranteed, provided by, or insured by HUD, the Department of Veterans Affairs (VA), or Department of Agriculture (USDA)? Is the mortgage owned by Fannie Mae or Freddie Mac? 	
IF YES TO ANY OF THE ABOVE	
<p>Under §§ 4024(b)-(c) a landlord may not:</p> <ol style="list-style-type: none"> Evict for nonpayment of rent or fees until after July 25, 2020 Issue a notice to vacate until after July 25, 2020 Charge late fees for late rent that accrues during the period of time from March 27, 2020 through July 25, 2020 	<p>NOTE: The landlord has access to information regarding whether their property is covered by the CARES Act. The tenant often does not have access to this information because it is not public record or accessible without a landlord’s social security number (see next page for resources to locate information). As such, the landlord should be required to prove they are not covered by the CARES Act.</p>

EXCERPT FROM CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT
Effective Date: March 27, 2020 ▪ Public Law 116-136

Section 4024(b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act,* the lessor of a covered dwelling may not—

- (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
- (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

Section 4024(c) NOTICE.—The lessor of a covered dwelling unit—

- (1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and
- (2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

***From March 27, 2020 through July 25, 2020**

ADDITIONAL RESOURCES FOR JUDGES ON THE PROTECTIONS UNDER THE CARES ACT:

National Housing Law Project Summary: nhlp.org/wp-content/uploads/2020.03.27-NHLP-CARES-Act-Eviction-Moratorium-Summary.pdf

National Housing Preservation Database FAQ: preservationdatabase.org/frequently-asked-questions-about-eviction-protection-and-the-cares-act/

HOW TO FIND OUT IF IT IS A COVERED PROPERTY (COVERED BY VAWA OR USDA RURAL HOUSING VOUCHER):

- If the tenant must do an annual income recertification, then the property likely is a covered property
- If the tenant deals with a public housing authority for matters related to their housing, then it likely is a covered property
- If the tenant’s rent adjusts based on their income, then the property likely is a covered property
- The tenant’s lease may reference a federal subsidy program
- Some subsidies are searchable on the National Housing Preservation Database: preservationdatabase.org/

HOW TO FIND OUT IF IT IS A COVERED PROPERTY (FEDERALLY BACKED MORTGAGE):

- Sometimes this information is recorded in public records, but sometimes it is not.

- A non-exhaustive database is available of multifamily properties with HUD, FHA, USDA, Fannie Mae and Freddie Mac mortgages can be found at the National Low Income Housing Coalition: nlihc.org/federal-moratoriums?ct=t%28update_041720%29
- Properties that have multifamily FHA or USDA mortgages are searchable on the National Housing Preservation Database: preservationdatabase.org/
- The landlord can call the FHA, VA, USDA, Fannie Mae or Freddie Mac escalation number listed on the following website to inquire as to the status of their mortgage: hmpadmin.com/portal/resources/advisors/escalation.jsp
- The landlord can determine if Fannie Mae or Freddie Mac own their mortgage via the following sites:
 - consumerfinance.gov/ask-cfpb/how-can-i-tell-who-owns-my-mortgage-en-214/
 - knowyouroptions.com/loanlookup
 - freddiemac.com/loanlookup/

— SAMPLE —
CARES ACT COMPLIANCE STATEMENT

I, _____, (name) state:

I am aware of the existence of the CARES Act and specifically that it prohibits landlords of certain rental “covered dwellings” from initiating eviction proceedings against a tenant for nonpayment of rent at any time between March 27, 2020 and July 25, 2020.

I hereby affirm that I have reviewed the law and its prohibitions, and that either (check one):

_____ 1) the premises for which the plaintiff is seeking restitution by filing this civil action is not a “covered dwelling” as defined in the CARES Act, in that it is not the subject of a federally-backed mortgage loan or a federally backed multifamily mortgage loan, and does not participate in the rural housing voucher program or a housing program covered by the Violence Against Women Act. - or -

_____ 2) the premises for which the plaintiff is seeking restitution is a “covered dwelling” as defined in the CARES Act, but the plaintiff is seeking restitution of the premises for a reason other than nonpayment of rent.

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.

Signature:

Date:

- SAMPLE -

IN THE _____ MUNICIPAL COURT
_____, OHIO

Administrative Order

In re: Federal CARES Act Eviction Moratorium

Whereas, Section 4021 of the Federal Coronavirus Aid, Relief and Economic Security (“CARES”) Act, prohibits the filing of any eviction action for nonpayment of rent by a tenant of a “covered property” for a period of 120 days (plus additional 30 days for notice to vacate) from March 27, 2020.

It is therefore Ordered that no new eviction complaints shall be filed, or accepted for filing, unless accompanied by an affidavit, or certification of counsel, that the subject premises are not a “covered property”, and therefore exempted from the moratorium.

Further Ordered that all pending eviction actions which were filed on or after March 27, 2020, are STAYED until the above described affidavit or certification is received by the Clerk in each case, respectively.

Further Ordered that this journal entry shall be filed in all pending eviction cases filed from March 27, 2020, to the date of this journal entry.

IT IS SO ORDERED.

JUDGE _____
_____ DAY OF _____, 2020

Appendix F

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 ncsc.org/_data/assets/pdf_file/0020/25724/ncsc-cji-appendices-c.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
- Hire Temps.** 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, so anyone can complete them
- 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
 - **“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**

Appendix G RESOURCES

EVICTIONS: Help for tenants from Columbus Legal Aid Society

Ohio Legal Help: 866.791.8362; ohiolegalhelp.org/

Information about Evictions: Ohio Legal Services

Landlord - Tenant Issues: Ohio Legal Services

Franklin County Municipal Court- FAQ on Evictions: In Franklin County, evictions are filed on the 3rd Floor of 375 S. High St. in Columbus, Ohio with the Franklin County Municipal Court. This page is from the Court Clerk's office and explains the process of filing an eviction.

Mortgage and housing assistance during the coronavirus national emergency: Consumer Financial Protection Bureau (CFPB) 5/14/20

The 7 Warning Signs Renters Always Miss In Their Lease: ApartmentTherapy.com

Access Denied: Faulty Automated Background Checks Freeze Out Renters: Something to think about from the Markup 5/29/20

Breaking a Lease in Ohio: iPropertyManagement.com

Columbus Urban League:

- Rental Education, Counseling and Mediation
- Fair Housing (Discrimination) Education, Counseling, Mediation and Testing

Community Mediation Services of Central Ohio

Do you have a Right to Air Conditioning?: From Furnacecompare.com 7/12/17

A Guide to Representing Yourself in an Eviction Case: Ohio Legal Services in Hamilton County

Hello Landlord: Free service that helps you write letters to your landlord

Housing Support Services: Columbus Urban League

Legal Help for Tenants: Children's Advocacy Project of Columbus

Need Help Paying Bills.com: Rent help in the Columbus area

Ohio Landlord-Tenant Law: What you should Know!: Ohio Poverty Law Center, LLC

Rights and Duties of Tenants in Franklin County: The Legal Aid Society of Columbus

Tenants Outreach - Coalition of Homelessness and Housing in Ohio (COHHIO): Rental rights, fair housing, housing advocacy, tenant organizing form COHHIO

Tenant Rights, Laws and Protections: Ohio: U.S. Department of Housing and Urban Development

2019 USG Renter's Guide: Tenant Guide from The Ohio State University's Undergraduate Student Government's Student Affairs Committee.

Franklin County Law Library

Community resources through the United Way: Dial 2-1-1; 211.org/

Coalition on Homelessness and Housing in Ohio: Housing Information Line: 888.485.7999; cohhio.org/resourceguide/

HUD Coronavirus resources: 877.542.9723; hud.gov/coronavirus/renters

Ohio Rent Assistance: hud.gov/states/ohio/renting

Just Shelter community resources: justshelter.org/community-resources/

Utilities Assistance

AEP Ohio: aepohiowire.com/financial-hardship-billing/

Dayton Power & Light: dpandl.com/Landing-Pages/COVID-19-Update/?utm_source=dpandl&utm_medium=homepage-alert&utm_campaign=covid-19-update

Cleveland Electric Illuminating Company: firstenergycorp.com/help/billingpayments/assistance_serviceprogram/illuminating_company.html

Ohio Edison: firstenergycorp.com/help/billingpayments/assistance_serviceprogram/ohio_edison.html

Toledo Edison: firstenergycorp.com/help/billingpayments/assistance_serviceprogram/toledo_edison.html

Duke Energy Ohio: dukeenergyupdates.com/?_ga=2.104342784.1644254520.1591210051-2130820438.1591210051.

Columbia Gas of Ohio: columbiagasohio.com/campaigns/covid-19

Dominion Energy Ohio: dominionenergy.com/company/coronavirus

Vectren Energy Delivery Ohio: centerpointenergy.com/en-us/Corp/Pages/COVID-19.aspx?sa=mn&au=res

Housing Assistance

HUD Approved Housing Counseling Agencies: apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=OH#searchArea

Ohio Housing Finance Agency: ohiohome.org/

Greater Ohio Policy Center Covid-19 Resources: greaterohio.org/covid19-relief

Technology Resources

Cisco Webex: [Meetings Video Tutorials](#); [How to Use Webex Guide](#)

Lifesize®: [Support Center](#)

Zoom: [Zoom Video Tutorials](#); [Zoom Hearing Instructions](#)

GoToMeeting: Organizer Quick-Start Guide: support.goto.com/meeting/new-gotomeeting-guide

Participant Quick-Start Guide: gotomeeting.com/meeting/resources/gotomeeting-quick-and-helpful-guide-for-attendees

GotoMeeting Instructional Videos: support.goto.com/meeting/videos (Use left-side menu to navigate by function)



Appendix H

ZOOM INSTRUCTIONS

A. Scheduling the Mediation

- 1) Conduct pre-mediation Zoom conference with counsel to explain Zoom controls and security features, exchange cell phones numbers for counsel and mediator in case technology fails.
- 2) Schedule Meeting/Go to Zoom/My account/Schedule Meeting/Select options
 - Require meeting ID and a password to enter the mediation (**Security Measure!**)
 - Enable waiting room and mute participants upon entry to mediation (**Security Measure!**)
- 3) Suggested Zoom Settings for Mediation: Go to Zoom Profile/Settings/Meeting tab
 - **Host and Participants Video:** Enable (allows parties to see and hear all participants)
 - **Join Before Host:** Disable (keeps parties from being in room together and no one can join without the mediator there to start the mediation) (**Security Measure!**)
 - **Use Personal Meeting ID (PMI) When Starting:** Disable
 - **Required a Password When Scheduling New Meetings:** Enable (only persons with password can join the mediation) (**Security Measure!**)
 - **Mute Participants upon Entry:** Enable
 - **Chat:** Enable and check box to prevent participants from saving chat
 - **Private Chat:** Disable (may be risky for parties to send private messages)
 - **Co-host:** Enable (May want assistant to participate in setting up mediation)
 - **Screen Sharing:** Enable for all participants (Shared documents and settlement agreement)
 - **Annotation:** Enable (edit information on shared documents/sign settlement agreement)
 - **Whiteboard:** Enable (allows parties to share white board during mediation)
 - **Breakout Room:** Enable (allows mediator to split parties into private rooms)
 - **Waiting Room:** Enable for all parties/customize the title and description of mediation
 - **Virtual background:** Enable (allows parties to replace background with professional image)
 - **Local Recording:** Disable in the Settings/Recording tab (Don't want parties to record the meditation)
 - **Cloud Recording:** Disable in the Settings/Recording tab

B. Preparation Prior to Starting Mediation

- 1) Test audio and video on computer/ensure computer is fully charged and/or connected to charger; also make sure cell phone is charged.
- 2) Start meeting 5 minutes early to check connection.
- 3) Choose professional background whether virtual or in a home office.
- 4) Silence other devices. (Cell phone)
- 5) Inform any persons in vicinity that you will be unavailable and in private mediation.
- 6) Check settings desired for Mediation. (Chat disable so parties can't send private messages, recording)

C. Mediation Session

- 1) Introduce parties/welcome them/make sure they all can hear and see each other.
- 2) Lock the meeting /explain if locked out that they need to contact the mediator on cell phone to get back in.
- 3) Remind parties to provide cell phone/email contacts in case of technology malfunction.
- 4) Explain security safeguards. (Password protected, lock meeting, meeting ID)
- 5) Confirm parties agree there is no recording of the session on Zoom or cell phones/Host disabled recording.
- 6) Confirm parties agree that only parties/counsel are in the room and no other persons may be in the room or within listening distance.
- 7) Confirm parties/counsel did not share Zoom invite, password, or meeting Id with anyone else
- 8) Review Zoom controls (View, mute, video, chat, participants, share screen and waiting room)
- 9) Explain Mediator disabled chat/counsel may want to enable
- 10) Explain break out rooms are separate private virtual rooms, delay in returning to joint session, can communicate with mediator by "Ask for Help" control and mediator can broadcast messages to parties/counsel.
- 11) Explain mediator has separate break out room for private causes with counsel.

D. Zoom Controls

- 1) Waiting Room
 - Upon arrival to waiting room, parties are greeted with the mediator's customized message.
 - Waiting-room guests are muted with each other
 - Guests cannot see who else is in the waiting room
 - Host determines whether to let in or remove a participant from the waiting room
- 2) Break out Rooms
 - Mediator clicks on break out rooms in control.

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- Manually select the number of rooms to assign parties in.
 - Set up a room for mediator to enable private caucus with counsel.
 - Mediator names rooms for easy identification (Plaintiff's room, defendant's room and mediator room)
 - Click create rooms.
 - Mediator invites parties/counsel to join the break out room.
 - Parties will click Join Breakout room when invite arrives.
 - If parties need help or want mediator to go to their room, they can click on "Ask for Help" in Meeting Controls.

3) In-Meeting Chat Messages

The in-meeting chat allows the mediator to send messages to other people in the meeting, privately or to the entire group. Mediator also can disable chat entirely.

- While in the meeting, click CHAT in the meeting controls.
- This will open the chat on the right. You can type a message into the chat box or click on the drop-down menu next to it if you want to send a message to a specific person.
- When a new chat message is sent to you or everyone, a preview of the message will appear, and Chat will flash orange in your host controls.

Mediator controls and can change the settings in Chat

- While in a meeting, click Chat in the meeting controls.
- Click More to display in-meeting chat settings.
- You can access the following options:
- Save chat: Save all chat messages in a TXT file.
- Share file in meeting: Send a file in the chat.
- Allow attendees to chat with: Control who participants can chat with.
- No one: Disables in-meeting chat.
- Host only: Only the host can send messages to everyone. Parties still can send private messages to the host.
- Everyone publicly: Participants can only send public messages. Public messages are visible to all participants. Participants still can send private messages to the host.
- Everyone publicly and privately: Participants can send public or private messages. Public messages are visible to all participants. Private messages are sent to a specific participant.

Replying to a message

- Hover over the message to which you want to reply.
- Click the chat bubble icon.
- Type your reply, then press Enter.

***You can react to messages by adding an emoticon.**

- Hover over the message to which you want to react.
- Click the smiley icon.
- Select an icon. You can select from the same emoticons available when composing a chat message.

4) Document Sharing

There are three ways to share documents during a Zoom mediation:

Screen Share

- The mediator and the parties can share their screen during the mediation.
- Click on the Share Screen button located in meeting controls.
- Select the screen you want to share and click share
- Once the screen is opened and shared during the mediation, anyone can use the “annotate” tool (located at the top of the screen) to call attention to a particular part of the shared document by using the pen tool to “draw” on the document (Parties can sign the memorandum of understanding or settlement agreement at end of mediation)
- To exit the screen, click on Exit Full Screen in the top-right corner.

TIP 1: For ease of access, participants are encouraged to open/load any documents they want to share or reference during a mediation on their computer desktop before the Zoom mediation begins.

TIP 2: Before sharing your desktop, make sure any unnecessary or private windows are closed.

TIP 3: If the document you want to share is a video or has sound, you should click the “share computer sound” and video “optimize” buttons at the bottom of the screen.

TIP 4: If someone has difficulty with the Share-Screen feature, they can email the document to another participant (e.g., the mediator) and ask that person to share the document with everyone using Share Screen.

Chat

Chat is especially useful for sharing links to websites and also for sharing documents to be downloaded by the other participants.

- Click on **Chat** control.
- Select more and choose the option to **Share file**.
- Participants will see a notice when a file is sent and will be given an option to download the file.

Simply hold the document up to your web cam.

For additional support on Zoom go to support.zoom.us/.

For more information about online mediation resources, contact:

Peggy Foley Jones at pfjones@tddl.com;
Matthew D. Mennes at CPMXM@cuyahogacounty.us;
Douglas Godshall at dngodshall@gmail.com; or the
Supreme Court of Ohio Dispute Resolution Section
at Dispute.Resolution@sc.ohio.gov.





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