

The Fair Housing Center



Getting Your Landlord to Make Repairs: The Rent Escrow Process

If you have repair needs, continue to pay your rent but give the landlord written notice of the repair that is needed.

When your landlord is not making repairs to your rental home or apartment, it can be frustrating. Some people think that it is only fair to keep the rent money instead of paying it to a landlord who is not making repairs, **but keeping your rent instead of paying the landlord is not the answer because it is not legal. If you do not pay your rent, then you are violating your lease and your landlord may try to evict you.** In Ohio, the only legal way to withhold rent is through Rent Escrow. This is a process that allows a tenant to deposit their rent with the Toledo Municipal Court* rather than pay it to the landlord.

**If you are renting in a city other than Toledo, you should deposit your rent with the municipal court in that city or town.*

You can find the forms to file rent escrow on the Toledo Municipal Court's Website. You can find this by visiting <https://www.tmc-clerk.com/civil/rent-escrow/> or by doing a quick Google search for "rent escrow Toledo." The forms are also available at the Toledo Municipal Court.

It is important to understand the correct steps you should take to make sure that the rent escrow process works for you and protects you from retaliation from the landlord.

A Few Things You Should Know

- **Your rent must be up to date to file rent escrow.**
- **You must put your rent in escrow on the 1st of the month**, even if your lease gives you a grace period to pay the rent.
- Ohio law does not allow you to put your rent in escrow if your landlord only has three or fewer rental properties, **AND** they gave you written notice of that when you signed your lease and moved in.

Steps to File Rent Escrow

First - If you can answer yes to one or more of the questions below, you can put your rent in escrow:

- Has the landlord failed to make repairs they are required to do under the lease?

Or

- Has the landlord broken Ohio Landlord-Tenant law by failing to make necessary repairs?
(*See p. 3 for more info on the landlord's responsibilities under the law.)

Or

- Has the landlord violated health or safety codes by failing to make necessary repairs?

Second - You must give your landlord **written notice of the repairs that are needed** in your home or apartment. It is important that you keep a copy of the notice you gave the landlord as evidence that you made the request. You should include a copy of this notice when you file and put your rent in escrow.

Third - You must allow the landlord **30 days after you give them your notice of the repairs that are needed before you can file and put your rent in escrow.**

**In some cases, less than 30 days could be a reasonable amount of time – but there is no hard and fast rule. If your repair is an emergency, such as having no heat, having no hot water, or something else that makes the housing unlivable, it is more likely that less than 30 days is a reasonable amount of time.*

Steps to Filing Rent Escrow – cont.

Fourth - File the **Rent Escrow Checklist** and **Rent Escrow Affidavit and Application for Rent Escrow** forms and **pay your rent to the court** at the Civil Clerks office in the basement of the Toledo Municipal Court. When you complete these forms, you will check one or more boxes to indicate what outcome you are seeking through the rent escrow process:

- Order that the conditions be corrected pursuant to ORC 5321.07(B)(2).
 - This means you want the landlord to make the repairs you need, because it is the landlord's duty under the law to "make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition."
- Order that your rent be reduced pursuant to ORC 5321.07(B)(2).
 - You can ask the court to reduce the amount of rent you owe until the repairs are completed by the landlord.
- Permit you to use your rent money to correct the conditions pursuant to ORC 5321.07(B)(2).
 - You can ask the court to let you use the rent money you deposited with the court so that you can use it to get the repairs that are needed.
- Order the rental agreement to be terminated pursuant to ORC 5321.07(B)(3).
 - If you are prepared to move out because of the conditions of the home and because the needed repairs have not been done, you can ask the court to let you out of the lease with your landlord.
- Order the disbursement of funds to the Department of Public Utilities to keep the water on. The tenant is to supply a current water bill.
 - This option applies to cases where you are at risk of having your water shut off (or have had it shut off) because the landlord hasn't paid the bill. Note that you must include a copy of the water bill when you put your rent in escrow.

Fifth - Continue to pay your rent to the court, on time, on the first of every month until the rent escrow case is resolved and over.

After You Have Filed Rent Escrow

The Housing Court sends every rent escrow case that is filed to **Mediation with the Citizens Dispute Mediation Program** at the Toledo Municipal Court. An impartial mediator will help you and your landlord discuss the repairs or conditions issues you have. You and the landlord could agree that the necessary repairs or conditions issues could be addressed within a set time frame. Although, if the landlord does not agree to do the necessary work during mediation, the case will be sent to a judge for a hearing.

You will receive a notice in the mail with the date and time of the mediation, which is done over the phone.

When you talk to the Mediator on the day of mediation you should explain what you are asking your landlord to do, for example you may wish to ask for one or more of the following:

- I want the repairs made in my house or apartment.
 - I want my rent reduced because of the delay in getting the necessary repairs done.
 - I want to terminate my lease so I can move.
 - I want the rent money that is in escrow divided, with some paid to me and some paid to the landlord.
 - I want the rent money I put into escrow to be released to me so I can make the repairs that are needed.
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If Mediation does not resolve the problem, the court will schedule a hearing. It is important to have all your evidence ready to take to the hearing. For example: the lease, copies of notices you have given the landlord asking for the repairs, pictures (printed in color) or video of the issues, any orders or assessments from code inspectors or the health department.

You can ask the Judge or Magistrate to send a Housing Specialist from the Housing Court to inspect your rental home or apartment and make a recommendation about necessary repairs and housing code violations.

Rent may be returned to you or may be returned to the landlord to make the repairs, or after repairs are made – the court could also award some of the escrowed rent money to the tenant and some of the escrowed money to the landlord.

If you have asked or will ask the court to terminate your lease, you should be looking for somewhere else to rent or move to, so you are ready to move out soon if the judge grants your request.

The Landlord's Responsibilities Under the Law

The Landlord Must:

- Make all repairs and do whatever is reasonably necessary to keep the premises in a fit and habitable condition. If there is a safety issue or a repair needed, the landlord is responsible for fixing it.
- Keep all common areas in a safe and sanitary condition:
 - Elevators must be kept in safe working order – and if there is a repair needed or safety concern in common areas like the parking lot, community rooms, sidewalks, and stairs on the property, the landlord must fix it.
- Must maintain the electrical, plumbing, sanitary, heating, and ventilating. The landlord must also maintain air conditioning fixtures and appliances if they are provided by the landlord and must provide and maintain appropriate receptacles for ashes, garbage, rubbish, and other waste, and for their removal.
- Supply running water, reasonable amounts of hot water, and reasonable heat at all times.
- Give the tenant 24 hours written notice of the landlord's intent to enter and only enter at reasonable times.
- Not abuse the right to enter the premises to inspect, repair, show to potential buyers or renters, etc., with proper 24-hour written notice given to the tenant.
 - If the landlord makes an entry without proper notice, makes an unreasonable entry, or makes repeated demands to enter that are harassing to the tenant, the tenant can ask the court to order the landlord to stop, pay the tenant's attorney fees, or the tenant can terminate the lease agreement.

If the landlord has violated one or more of these requirements, you have the right to escrow your rent.

The information in this resource is taken from Ohio Revised Code Chapter 5321 – Landlords and Tenants