# Index

ACCESS TO PREMISES—Cont'd

5321.05(B)

Inspection of premises, 3:12, 5:11, RC

ABANDONMENT OF PREMISES

Generally, 12:10

### Co-signers, liability for damage or Lease/rental agreement clauses, 2:16, destruction, 5:7 18:2 Damage or destruction, liability for, 5:7 Notice to tenant, 3:12, 5:11, RC Disposal of abandoned property by 5321.04(A)(8) landlord, 12:10 Passkeys, restrictions on use, 2:16 Forcible entry and detainer, removal of Prospective buyers, showing premises manufactured home by operator of to, 3:12, 5:11, RC 5321.05(B) home park, **RC 1923.12** Reasonable times, 2:16, 3:12, RC Liquidated damages, 6:12 5321.04(A)(8) Manufactured homes, removal of Refusal to allow access, 5:11, 16:7, RC manufactured home by operator of 5321.05(C) home park, RC 1923.12 Injunction to compel access, 16:3, Mitigation of damages, 2:13, 16:12 16:7, RC 5321.05(C) Notice of abandonment, tenant's Protest by landlord, 20:1 response to, 19:8 Repair of premises, 5:11 Purchase option, effect on, 15:18 Repeated demands, 12:4, 16:6, RC Recovery of rent for full term of agree-5321.04(B) ment, 2:13 Time of access, 2:16, 3:12, RC Renewal term, liability for, 15:11 5321.04(A)(8) Re-rent fee, 6:12 Withholding consent. See Refusal to Separated spouses, liability for damage allow access, this heading or destruction, 5:7 Wrongful entry. See Abuse of right, this ACCESS TO PREMISES heading Generally, **3:12**, **RC 5321.05**(**B**) ACCIDENTS Abuse of right Destruction of property. See Prohibition, **RC 5321.04**(**A**)(**7**) DESTRUCTION OF PROPERTY Protest by tenant, 16:6, 19:1 Liability for injuries. See LIABILITY Remedies, 5:15, 16:6, RC 5321.04(B) FOR INJURIES Repeated demands as, 12:4, 16:6, RC ACCOMMODATIONS 5321.04(B) Tenant' request, 19:9 Termination of agreement, grounds for, **12:4, 16:6** ACCORD AND SATISFACTION Delivery of parcels, 5:11, RC HUD assistance payments, effect of 5321.05(B) acceptance as partial payment of Emergency conditions, 2:16, 5:15, RC rent, **6:5** 5321.04(A)(8) Partial rent payments, acceptance, 6:2, Exhibiting premises to contractors, pro-6:5 spective tenants, etc., 3:12, 5:11, RC 5321.05(B) ACKNOWLEDGMENTS Harassment, repeated demands as, 12:4, Lease/rental agreements, term of three 16:6, RC 5321.04(B) years or more, 2:3 Injunctive relief **ACTIONS** Abuse of right, **5:15**, **16:6**, **RC** See also REMEDIES 5321.04(C) Attachment, 13:38 to 13:47 Compelling access, 16:3, 16:7, RC 5321.05(C) Attorney fees. See ATTORNEY FEES

### ACTIONS—Cont'd

Breach of agreement. See BREACH OF AGREEMENT, generally

Breach of duty. See BREACH OF DUTY, generally

Breach of warranty. See BREACH OF WARRANTY, generally

Complaints. See COMPLAINTS

Counterclaims. See

COUNTERCLAIMS

Damages. See DAMAGES

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

Garnishment, 13:38 to 13:47

Injunctive relief. See INJUNCTIVE RELIEF

Rent delinquency. See RENT, at Delinquency, generally

Rent deposit/withholding. See RENT DEPOSIT/WITHHOLDING

Specific performance. See SPECIFIC PERFORMANCE

### **ACTIVE DUTY**

Forcible entry and detainer, stay of proceedings for tenant or immediate family member of tenant on active duty, **RC** 1923.062

### **ADVERTISING**

Discriminatory rental practices, prohibition and remedies, **4:2**, **4:3** 

Suggested advertiser checklist, **App C** Tax deductions, **9:13** 

### **AGENTS**

Authority to lease, 2:23, 18:9

Renewal of agreement, 15:3

Collection of rent, **6:6** 

**Duties**, **3:1** 

Name and address, providing to tenant, 2:4, 3:3, 18:1, 18:2, RC 5321.18

Failure to provide, **6:17**, **RC 5321.18**(**C**)

Manufactured home park operators, 10:3

Negligent repairs by, liability of landlord, 8:8

Recovery of rent, action in own name, **6:3** 

Renewal of agreement, agent's authority, **15:3** 

Security deposits, tenant providing forwarding or new address to agent, 6:12

Services in lieu of rent payments, **5:12**, **6:1**, **6:9** 

### AGREEMENTS

See LEASE/RENTAL AGREEMENTS

Assignment. See ASSIGNMENT

Breach. See BREACH OF AGREE-MENT

Oral. See ORAL AGREEMENTS

Renewal. See RENEWAL OF AGREE-MENT

Subleases. See SUBLEASES

Termination. See TERMINATION OF AGREEMENT

### **AIDS**

Discriminatory rental practices, 4:5

### AIR CONDITIONING SYSTEMS

See APPLIANCES AND FIXTURES, generally

## **AIR POLLUTION**

Nuisance, as, 3:18

### **ANIMALS**

See PETS

### **ANSWERS**

Forcible entry and detainer, 22:2

Forms, generally, 22:1 to 22:7

Rent deposit, application for release, **21:4** 

### **APARTMENTS**

See PREMISES, generally

### **APPEALS**

Discriminatory rental practices, civil rights commission decisions, **4:2** 

Forcible entry and detainer, **13:19**, **13:37**, **RC 1923.14** 

### APPEARANCE

Forcible entry and detainer actions, 13:15, RC 1923.07

## APPLIANCES AND FIXTURES

Damage or destruction

Liability for repair, 7:5

Tenant's duty to prevent, **5:7**, **RC 5321.04**(**A**)(**6**)

Damage or destruction. See also DESTRUCTION OF PROPERTY, generally

Definition, 7:8

Landlord's duty to maintain and repair, 2:18, 3:9, RC 5321.04(A)(4)

Maintenance and repair

Landlord's duties, 2:18, 3:9, RC 5321.04(A)(4)

Lease/rental agreement provisions, 5:8, 18:1, 18:2

#### APPLIANCES AND FIXTURES ASSIGNMENT—Cont'd —Cont'd Tenant, by, 11:1 to 11:10, 18:12 to Maintenance and repair—Cont'd **18:16**—Cont'd Liability for repair costs, 5:8 Consent of landlord, 11:3, 11:5, 11:6, 16:12, 18:12 to 18:16 Tenant's duty, 5:8, 5:13, RC 5321.05(A)(7) Death of tenant, 11:4 Maintenance and repair. See also Definition, 11:2 MAINTENANCE OF PREMISES: Discharge of assignor, 11:8, 18:16 REPAIR OF PREMISES Fee charged by landlord, 11:5 Manufactured home parks, installation Forcible entry and detainer of fees. 10:3 assignee, 11:3 Ownership clause, 7:8 Landlord's acts constituting surrender, Removal by tenant, 7:8 12:10 Tenant's duties Lease/rental agreement clause, 11:3, Cleaning, 5:4, RC 5321.05(A)(3) 11:5, 18:2, 18:12 to 18:16 Damage or destruction, prevention, Liability of assignee, 11:9, 18:16 5:7, RC 5321.04(A)(6) Novation, 11:8, 18:16 Maintenance, 5:8, 5:13, RC Oral agreement, 11:3 5321.05(A)(7) Partial assignment, 11:2 Proper use, 5:5, RC 5321.05(A)(4) Purchase option, exercise by assignee, Reporting unsafe conditions, 5:2 15:19 Unsafe Reassignment, 11:10 Liability for injuries, 8:5, 8:6 Release of assignor's obligations, Reporting, 5:2 11:8, 18:16 Renewal rights of assignee, 15:5 APPLICATION FOR TENANCY Rent payments, liability, 11:2, 11:3, Generally, 1:1 11:7, 16:12, 18:12, 18:16 Discriminatory rental practices, prohibi-Back due rent, 11:9 tion and remedies, 4:2, 4:3 Restrictions, 11:5 Fee for application Waiver, 11:6 Forfeiture for dishonest answers, 2:5 Signature, 11:3 Security deposit, 6:12 Specific performance to enforce, 16:12 APPORTIONMENT OF RENT Sublease as breach of assignment pro-Generally, 6:16 hibition, 11:5, 11:12 APPROPRIATION OF PROPERTY Sublease distinguished from assign-Generally, 7:10 ment, 11:2 Surety, assignor as, 11:7 ARMED FORCES Surrender of premises, 12:10 Forcible entry and detainer, stay of Waiver of objection, 11:6 proceedings for tenant or immedi-Written agreement required, 11:3 ate family member of tenant on active duty, RC 1923.062 ASSIGNMENT PRO TANTO Generally, 11:2 ASSIGNMENT ASSUMPTION OF RISK Assignee, by, **11:10** Landlord, by Generally, 3:7, 5:2, 8:13 Collection of rent by assignee, 6:3 **ATTACHMENT** Death of landlord, 11:4 Forcible entry and detainer, 13:38 to Recovery of rent by assignee, 6:3 13:47 Landlord, by. See also SALE OF ATTESTATION **PREMISES** Lease/rental agreements, 2:3, 2:4 Tenant, by, 11:1 to 11:10, 18:12 to 18:16 **ATTORNEY FEES** See also SUBLEASES. Access to premises Bankruptcy trustee, to. See BANK-Refusal to allow access, 16:7, RC RUPTCY, at Trustees, actions by 5321.05(C)

### ATTORNEY FEES—Cont'd

Access to premises—Cont'd Wrongful entry, **16:6**, RC **5321.04**(B)

Breach of duty by tenant, **16:3, RC** 

5321.05(C)

Constructive eviction, 16:5, RC 5321.15(C)

Discriminatory rental practices, 4:2, 4:7

Forcible entry and detainer

Counterclaim by tenant, 13:14

Wrongful eviction, 13:25, RC 5321.15(C)

Lease/rental agreement provision, **16:1**, **RC 5321.13(C)** 

Manufactured home parks

Park operators, statutory violations by, **10:3**, **10:4** 

Residents, statutory violations by, **10:5** 

Rent wrongfully withheld by tenant, 6:17, 16:14, RC 5321.09(D)

Retaliatory actions by landlord, recovery by tenant, 13:14, 16:8, RC 5321.02(B)

Security deposit wrongfully withheld by landlord, **6:12**, **16:13**, **RC 5321.16**(**C**)

Seizure of tenant's possessions, 13:25, 16:5, RC 5321.15(C)

Self-help eviction, **13:25, RC 5321.15(C)** 

Waste on premises, 7:7

### **ATTORNEYS**

Appointment; discriminatory rental practices, civil actions, **4:2, 4:7** 

Fees. See ATTORNEY FEES

Right to, forcible entry and detainer, 13:11, RC 1923.06(B)

## **BACK DUE RENT**

See RENT, at Delinquency

### **BANK ACCOUNTS**

Deposit of rent payment in landlord's account, **6:8** 

### BANKRUPTCY

Generally, **14:1 to 14:11** 

Forcible entry and detainer proceedings

Automatic stay, 14:2

Relief from, 14:3

Defense to, 13:13

Landlords, 14:11

Lease/rental agreements

Clause providing for automatic termination, 14:1

# BANKRUPTCY—Cont'd

Lease/rental agreements—Cont'd

Effect on

Landlord's bankruptcy, 14:11

Tenant's bankruptcy, 14:1

Trustee's actions. See Trustees, actions by, this heading

## Tenants, 14:1 to 14:10

Forcible entry and detainer. See Forcible entry and detainer proceedings, this heading

Garnishment proceedings, automatic stay, **13:41** 

Limitation on landlord's claims, 14:4

Rental obligations during assumption or rejection period, **14:9** 

Trustees, actions by

Assumption of unexpired lease agreement, 11:5

Effect, 14:7

Landlord's duties during, 14:8

Rights of trustee, 14:5

Tenant's rental obligations during, 14:9

Trustee's obligations during, 14:10

Rejection of unexpired lease agreement

Effect, 14:6, 14:11

Landlord's duties during, 14:8

Rights of trustee, 14:5

Tenant's rental obligations during, 14:9, 14:11

Trustee's obligations during, 14:10

## **BARBECUE GRILLS**

Prohibited by lease/rental agreements, **2:21** 

# **BIBLIOGRAPHY**

Generally, **App J** 

### BLOCKBUSTING

Prohibition, **4:3** 

# BONDS, SURETY

Forcible entry and detainer actions, for continuances, 13:15, RC 1923.08

## **BREACH OF AGREEMENT**

Damages recoverable, RC 5321.03(B), RC 5321.12

Purchase option, breach, 15:19, 16:9

Renewal option, breach, 15:13, 16:9

Forcible entry and detainer

Counterclaim by tenant, 13:14

Grounds for, 13:3, RC 1923.02(A)

Landlord, by, RC 5321.07

Complaint, 22:3

BREACH OF AGREEMENT—Cont'd	BREACH OF WARRANTY
Landlord, by, RC 5321.07—Cont'd	Habitability
Counterclaim to forcible entry and	Constructive eviction claim, 13:22
detainer, <b>13:14</b>	Counterclaim to forcible entry and
Damages. See Damages recoverable,	detainer, 13:14
this heading Injunctive relief, application for, <b>22:5</b> ,	Defense to forcible entry and detainer, 13:13
22:6	Quiet enjoyment, 2:14, 3:19, 5:9, 16:10
Notice from tenant, 12:4, 19:2, RC	
5321.07(A)	BUILDING AND HOUSING CODES
Nuisance, maintaining on premises, <b>3:18, 16:10</b>	Applicability to existing housing, <b>3:4</b> Landlord's duty to comply, <b>3:4, RC</b>
Termination of agreement, grounds for, <b>12:4</b>	5321.04(A)(1) Local standards, authority, RC 5321.19
Nuisance maintained on premises, <b>3:18</b> , <b>16:10</b>	Tenant's duty to comply, <b>5:6</b> , <b>R</b> C <b>5321.05</b> ( <b>A</b> )( <b>5</b> )
Purchase option, 15:14, 15:19, 16:9,	Violations
22:7	Complaint by tenant, RC 5321.07
Counterclaim to forcible entry and detainer, 13:14	Retaliatory action by landlord, 12:4, RC 5321.02(A)(1)
Renewal option, <b>15:13</b> , <b>16:9</b>	Correction
Counterclaim to forcible entry and	Costs of correcting, liability, <b>5:6</b>
detainer, 13:14	Forcible entry and detainer,
Tenant, by	grounds for, 13:3, 16:4, RC
Code violations, 12:7	5321.03(A)(3)
Forcible entry and detainer, grounds	Landlord, by, <b>16:2</b>
for, 13:3, RC 1923.02(A)	Complaint. See Complaint by ten-
Termination of agreement, grounds	ant, this subheading
for, <b>12:5</b>	Notice, 12:7, 19:2, RC 5321.07(A)
Termination of agreement, grounds for,	Proof of nuisance required, 3:4
12:3 to 12:5	Rent deposit/withholding, grounds for, <b>3:4</b> , <b>6:17</b> , <b>RC 5321.07</b>
BREACH OF DUTY	Termination of agreement, <b>12:4</b> ,
Landlord, by, 16:2, RC 5321.07	12:7
Complaint, 22:3	Tenants, by, <b>16:3</b>
Counterclaim to forcible entry and	Forcible entry and detainer,
detainer, <b>13:14</b>	grounds for, 13:3, 16:4, RC
Damages recoverable, RC	1923.02(A), RC
5321.03(B), RC 5321.12	5321.03(A)(2)
Defense to forcible entry and detainer,	Notice to remedy, <b>12:7</b> , <b>13:5</b>
as, <b>13:13</b>	Termination of agreement, 12:5,
Injunctive relief, application for, 22:5, 22:6	12:7
Liability for injuries, 8:3 to 8:9	BURDEN OF PROOF
Notice from tenant, 5:9, 8:6, 19:2,	See EVIDENCE, generally
RC 5321.07(A)	BURGLARY
Rent deposit/withholding, grounds	Constructive eviction claim, 13:21
for, <b>6:17</b> , <b>16:2</b> , <b>RC 5321.07</b> ( <b>A</b> )	Liability of landlord, 3:15, 8:6
Retaliatory action against tenant,	
12:4, RC 5321.02(A)	BUSINESS VISITORS
Termination of agreement, grounds for, <b>12:4</b> , <b>RC 5321.07</b> ( <b>B</b> )(3)	Liability for injury to, 8:11
Tenant, by, <b>16:3, RC 5321.05(C)</b>	CARPET
Damages recoverable, RC 5321.12	Removal by tenant, lease/rental agree-
Notice from landlord, <b>RC 5321.12</b>	ment prohibiting, 2:17
	CATS
Termination of agreement, grounds for, <b>RC 5321.11</b>	See PETS, generally

### CEASE AND DESIST ORDERS

Discriminatory rental practices, 4:2

### **CHECKS**

Rent payment by, 6:9

Bad check charge, lease/rental agreement clause, 18:2

### **CHILDREN**

Damage to or destruction of premises, parental liability, **5:15**, **16:11** 

Discrimination against tenants with children, **4:6** 

Lease/rental agreements

Capacity of minor to contract, 2:22, 16:1

Play areas, restricting, **5:9** Prohibiting children, **4:6** 

Parental liability for damage or destruction by, **5:15**, **16:11** 

Play areas, restrictions in lease/rental agreements, **5:9** 

Segregation of families with children to particular areas, **4:6** 

## **CHILD-VICTIM OFFENDERS**

Forcible entry and detainer proceeding, definition, RC 1923.01(C)

Tenant's duties, residential premises near a school, obligation of tenant regarding sex offender, RC 5321.051

## CITY ORDINANCES

See ORDINANCES

### CIVILACTIONS

See REMEDIES

## **CIVIL RIGHTS ACTS**

Generally, **4:3** 

# CIVIL RIGHTS COMMISSION

Appeals from decisions of, 4:2

Charges, filing, 4:2

Complaints, issuance, 4:2

Hearings on discriminatory rental practices charges, **4:2** 

Investigation and determination of discriminatory practices, **4:2** 

Remedies, 4:2

### **CLERKS OF COURTS**

Rent deposited with. See RENT DEPOSIT/WITHHOLDING, generally

# **CODES**

Building. See BUILDING AND HOUS-ING CODES

### CODES—Cont'd

Health. See HEALTH AND SAFETY CODES

### **COERCION**

Counterclaim to forcible entry and detainer, 13:14

Execution of lease/rental agreements, 2:25, 16:1

# COLLECTIVE NEGOTIATIONS

Retaliatory actions by landlord, 12:4, RC 5321.02(A)(3)

## COMMENCEMENT OF ACTIONS

Forcible entry and detainer, **13:4**, **13:29**, **RC 1923.04(A)** 

### COMMERCIAL LEASES

Abandonment of premises, mitigation of damages, 2:13

Insurance, 9:6, 9:7

Termination of agreement, notice, 2:37

### **COMMON AREAS**

Landlord's duty to maintain, 3:8, RC 5321.04(A)(3)

Liability for injury, 3:8, 8:2

Sidewalk causing injury, 8:12

Stairway causing injury, 8:6

## **COMMON LAW**

Acts of nature damaging property, 7:2

Constructive eviction, 13:21

Habitability warranty, 3:16 to 3:19

History of landlord/tenant laws, 1:1

Landlord's duties, 3:13 to 3:20

Liability for injury, 8:2, 16:10

Quiet enjoyment warranty, 2:14, 3:19

Rental payment, 5:12

Repair of premises

Landlord's duties, 3:20

Tenant's duties, 5:13

Surrendering possession of premises, **5:14** 

Tenant's duties, 5:12 to 5:15

Waste on premises, **5:15**, **7:7** 

### COMMUNITY CONTROL SANCTION

Definition, **RC 5321.01(J)** 

## COMPARATIVE NEGLIGENCE

Generally, 3:7, 8:13

## **COMPLAINTS**

Breach of agreement or duty by landlord, 22:3

### COMPLAINTS—Cont'd

Code violation, tenant's complaint, RC 5321.07

Retaliatory action by landlord, 12:4, RC 5321.02(A)(1)

Counterclaims. See

**COUNTERCLAIMS** 

Discriminatory rental practices, **4:2**, **4:7** Forcible entry and detainer, **13:12**,

13:30, 22:1, RC 1923.05

Forms, generally, 22:1 to 22:7

HUD, filing with, 4:7

Injunctive relief, application for, 22:5, 22:6

Security deposit wrongfully withheld, 22:4

### CONDEMNATION OF PROPERTY

Generally, 7:10

## CONFESSION OF JUDGMENT

Forcible entry and detainer, 13:15 Lease/rental agreement provision, 16:1, RC 5321.13(B)

## CONFLICT OF LAWS

Generally, RC 5321.19

### CONSENT

Access to premises, tenant withholding consent, **5:11**, **16:7**, **RC 5321.05**(**C**)

Injunction to compel access, 16:3, 16:7, RC 5321.05(C)

Protest by landlord, 20:1

Assignment by tenant, consent of landlord, 11:3, 11:5, 11:6, 16:12, 18:12 to 18:16

Sublease, consent of landlord, 2:12, 11:13, 16:12, 18:17

## **CONSTRUCTIVE EVICTION**

Generally, **13:21 to 13:24** 

Attorney fees, recovery, **16:5**, **RC 5321.15**(**C**)

Burglary as grounds, 13:21

Common law, 13:21

Damages, recovery by tenant, 13:14, 16:5, RC 5321.15(C)

Definition, 13:1, 13:21

Fraudulent forcible entry and detainer as grounds, 13:21

Grounds for, 13:21, 13:22 to 13:24, RC 5321.15(A)

Heat inadequate, 13:23

Landlord's refusal to provide copy of lease as, 13:21

Lighting inadequate, 13:23

Lock-out as grounds, 13:23

### CONSTRUCTIVE EVICTION—Cont'd

Nuisance as grounds, 3:18

Repairs not made, as grounds, 13:24

Uninhabitability as grounds, 13:22

Damages, 13:14

### CONTINUANCES

Forcible entry and detainer proceedings, 13:15, 13:33, RC 1923.08

## **CONTRACTORS**

Exhibiting premises to, right of entry, 3:12, RC 5321.05(B)

Liability for injury caused by, 3:7, 3:20, 8:9

### **CONTRACTS**

See LEASE/RENTAL AGREEMENTS

## CONTRIBUTORY NEGLIGENCE

Generally, 8:13

### CONTROLLED SUBSTANCES

See DRUGS, generally

# **CONVEYANCE OF PREMISES**

See SALE OF PREMISES

### COSTS

See FEES AND COSTS

Attorney fees. See ATTORNEY FEES

Rent. See RENT

## COUNTERCLAIMS

Forcible entry and detainer, 13:14, 22:2, RC 1923.061(B)

Joinder of actions, RC 1923.081

Forms, generally, 22:1 to 22:7

Rent deposit, application for release, 16:14, 21:4, RC 5321.09(B)

### **COUNTY COURTS**

Forcible entry and detainer, jurisdiction, 13:10, RC 1923.01(A)

Rent deposit with. See RENT DEPOSIT/WITHHOLDING, generally

### **COUNTY RECORDERS**

See RECORDERS, COUNTY

### COURT COSTS

See FEES AND COSTS, generally

### **COURTS**

Common pleas. See COURTS OF COMMON PLEAS

County. See COUNTY COURTS

Municipal. See MUNICIPAL COURTS

### **COURTS OF COMMON PLEAS**

Civil rights commission decisions, appeals from, **4:2** 

Discriminatory rental practices, civil actions, **4:2** 

Forcible entry and detainer

Appeals, **13:19, RC 1923.14** 

Jurisdiction, 13:10, RC 1923.01(A)

## COVENANTS, RESTRICTIVE

Generally, 5:16 to 5:19

Assumption of lessee's covenants by assignee, **18:16** 

## **CREDIT REFERENCES**

Tenant applications, 17:1

### **CRIME PROTECTION**

Landlord's duties, 3:15

Constructive eviction claim, 13:21

### **CUSTODIANS**

See AGENTS, generally

## DAMAGE TO PROPERTY

See DESTRUCTION OF PROPERTY

### **DAMAGES**

Abandonment of premises, mitigation of damages, 2:13, 16:12

Access to premises

Landlord's abuse of right of entry, 5:15, 16:6, RC 5321.04(B)

Tenant's refusal to allow access, **16:7**, **RC 5321.05(C)** 

Assignment by tenant, consent arbitrarily withheld, **11:6**, **16:12** 

Breach of agreement, RC 5321.03(B), RC 5321.12

Purchase option, breach, 15:19, 16:9 Renewal option, breach, 15:13, 16:9

Breach of duty, RC 5321.12

Landlord, by, 16:2, RC 5321.03(B)

Tenant, by, 16:3, RC 5321.05(C)

Commercial lease, abandonment of premises, mitigation of damages, **2:13** 

Constructive eviction, **13:14**, **16:5**, **RC 5321.15**(**C**)

Custodian's negligent repair causing injury, landlord recovering damages from custodian, 8:8

Delivery of possession, landlord's failure to deliver, **3:14** 

Diminution in value of property required for, **16:11** 

Discriminatory rental practices, **4:2**, **4:7**Double damages, security deposit wrongfully withheld, **6:12** 

### DAMAGES—Cont'd

Forcible entry and detainer

Counterclaim by tenant for damages, 13:14

Judgment against tenant, RC 1923.15 Wrongful eviction, 13:25, RC 5321.15(C)

Injuries, personal, 8:1 to 8:13

Liquidated damages clause in lease/ rental agreement, **6:12** 

Manufactured home parks

Park operators, statutory violations by, **10:3**, **10:4** 

Wrongful withholding of security deposits, **10:7** 

Residents, statutory violations by, **10:5** 

Mitigation

Abandonment of premises, **16:12** Duty of, **2:13** 

Personal injuries, 8:1 to 8:13

Purchase option, breach by landlord, 15:19, 16:9

Quiet enjoyment, breach of covenant, **5:9** 

Renewal option, breach by landlord, **15:13, 16:9** 

Rent wrongfully withheld by tenant, 6:17, 16:14, RC 5321.09(D)

Retaliatory actions by landlord, **16:8**, RC **5321.02**(B)

Security deposit applied to, **6:12**, **16:11**, **RC 5321.16**(**B**)

Security deposit wrongfully withheld by landlord, 6:12, 10:7, 16:13, RC 5321.16(C)

Seizure of tenant's possessions, **13:25**, **16:5**, **RC 5321.15**(**C**)

Sublease, consent arbitrarily withheld, **16:12** 

Waste on premises, 5:15, 7:7, 16:11

### **DEATH**

Landlord, of

Assignment of interest in agreement, 11:4

Purchase option, effect on, 15:19

Tenant, of

Assignment of interest in agreement, 11:4

Rental payments as claims against estate, **6:2** 

# **DECEIT**

See FRAUD

#### **DEFENSES DEFINITIONS—Cont'd** Sexually oriented offense, RC Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER 1923.01(C), RC 5321.01(M) Statutory eviction, 13:2 Personal injuries, 3:7, 8:13 Rent deposit/withholding, landlord's Sublease, 11:2, 11:11 defense, 6:17, 16:14, RC 5321.09 Tenant, RC 5321.01(A) Code violations immaterial. 3:4 Forcible entry and detainer proceed-Rental payments delinquent, uninhabiting, RC 1923.01(C) ability as defense, 5:12 Student, 12:12, RC 5321.01(H) Unconscionability, 2:6 **DEFINITIONS** Waste on premises, **5:7**, **5:15**, **7:7** Assignment by tenant, 11:2 **DELINQUENT RENT PAYMENTS** Child-victim oriented offense, RC 1923.01(C) See RENT, at Delinquency Community control sanction, RC DELIVERY 5321.01(J) Lease/rental agreements, 2:24 Constructive eviction, 13:1, 13:21 Landlord's refusal to provide copy of Controlled substance, RC 1923.01(C) lease as constructive eviction, Dwelling unit, RC 5321.01(F) 13:21 Eviction, 13:1 Parcels Fixture, 7:8 Landlord's right of entry, 5:11, RC Forcible entry and detainer, 13:1, 13:2, 5321.05(B) RC 1923.01(C) Lease/rent agreement clause, 5:18 Forfeiture of agreement, 12:3 Possession of premises, 3:14 Handicapped, 4:5 Failure to deliver possession, 16:1 Holdover tenant, 5:14 DEPOSIT OF RENT Incompetent person, 2:22 See RENT DEPOSIT/WITHHOLDING Insurance, 9:2 Landlord, RC 5321.01(B) **DEPOSIT OF SECURITY** Forcible entry and detainer proceed-See SECURITY DEPOSITS ing, RC 1923.01(C) Lease/rental agreement, 2:2, RC DESTRUCTION OF PROPERTY 5321.01(D) Generally, **7:1 to 7:11** Forcible entry and detainer proceed-Abandonment of premises, liability, 5:7 ing, RC 1923.01(C) Acts of nature Unconscionable agreement, 2:6 Common law rule, 7:2 Manufactured home park, 10:1, 10:2 Statutory rule, 7:3 Mental capacity, 2:22 Appliances and fixtures Nuisance, 3:18 Liability for repair, 7:8 Park operator, **RC 1923.01(C)** Tenant's duty to prevent, 5:7, RC Pleading, 13:12 5321.04(A)(6) Post-release control sanction, RC Children, by; parental liability, 5:15, 5321.01(K) 16:11 Premises, RC 5321.01(C) Co-signers, liability, 5:7 Quiet enjoyment, 3:19 Guests causing, 5:7 Recreation vehicle park, RC 5321.01(I) Landlord's acts or omissions causing, Recreational vehicle, RC 1923.01(C) 7:4 Rent, 5:12, 6:1 Counterclaim to forcible entry and Rental agreement, RC 1923.01(C) detainer, 13:14 Residential premises, RC 1923.01(C), Movers causing damage, liability, **5:15** RC 5321.01(C) Ordinary wear and tear, 7:5 School premises, RC 1923.01(C), RC Parental liability for damage or destruc-5321.01(L) tion by children, 5:15, 16:11 Security deposit, **6:12**, **RC 5321.01**(**E**) Partial destruction, liability for rent pay-

Manufactured home parks, 10:7

ment, 7:3, 7:11

#### DESTRUCTION OF PROPERTY DISCRIMINATION—Cont'd -Cont'd HUD property—Cont'd Pets, damage done by as ordinary wear Jurisdiction of HUD-certified state or and tear, 7:5 local agencies, 4:2 Private third parties causing, 7:11 Municipal ordinances, 4:2 Rent payments, liability, 12:9 Pregnant women, 4:6 Acts of nature, 7:2, 7:3 Prohibition, 4:2, 4:3 Condemnation of property, 7:10 Remedies, 4:2, 4:3 Landlord's acts or omissions, 7:4 **DISTRESS** Lease/rental agreement clause, 7:11 See SEIZURE Private third parties causing destruction, 7:11 DISTRICT COURTS, FEDERAL Third parties causing destruction, 7:9 Discriminatory rental practices, civil to 7:11 actions, 4:7 Sublessee, by; liability, 11:16 DOGS Tenant's acts or omissions causing, 5:7, See PETS, generally 5:15, 7:5 to 7:8, 16:11, RC 5321.04(A)(6) **DRUGS** See also WASTE ON PREMISES. Eviction for violation of state laws Termination of lease/rental agreement, involving drug offenses or controlled substances, 5:10, 12:8, 13:3, Third parties causing, 5:7, 7:9 to 7:11, RC 1923.02(A), RC RC 5321.04(A)(6) 5321.04(A)(9), RC 5321.05(A)(9) Waste on premises. See WASTE ON Defenses, RC 1923.051(B) **PREMISES** Notice to vacate, 13:5, RC 1923.04(B), RC 5321.17(C) **DETAINER** Service of summons, **RC** See FORCIBLE ENTRY AND 1923.051(A) **DETAINER** Forcible entry and detainer proceeding, definitions, **RC 1923.01(C)** DISCLOSURE Landlord and tenant, definition, RC Lead paint, 3:5, 3:6, App E, App F 5321.01(G) Form, App G Marijuana cultivation, federal housing, Manufactured home park operators, required disclosures, 10:3 Nuisance, illegal drug activity as, 3:18 DISCRIMINATION Premises used for illegal purposes, 5:17 Generally, 4:1 to 4:7 Eviction for, See Eviction for viola-Advertising, **4:2, 4:3** tion of state laws involving drug offenses or controlled sub-Suggested advertiser checklist, App stances, this heading Lease/rental agreement unenforce-AIDS, persons infected with, 4:5 able, 2:26 Appeals from civil rights commission Nuisance, as, 3:18 decisions, 4:2 Prohibiting on premises, 2:20 Blockbusting, 4:3 Refusal to rent to addicts, convicted Charges, 4:2 drug sellers, and manufacturers, 4:5 Complaints, 4:2, 4:7 Damages, 4:2 DURESS Drug addicts, 4:5 Counterclaim to forcible entry and detainer, 13:14 Exemptions, 4:4 Execution of lease/rental agreements, Families with children, 4:6 2:25, 16:1 Handicapped persons, 4:5 Fair housing accessibility guidelines, **DUTIES OF LANDLORD** App D See LANDLORD'S DUTIES **HUD** property **DUTIES OF TENANT** Handicap, refusal to rent based on

See TENANT'S DUTIES

type of, **4:5** 

### **DWELLINGS**

See PREMISES, generally

# ELECTRICAL SYSTEMS AND FIXTURES

See APPLIANCES AND FIXTURES, generally

### **ELEVATORS**

See also APPLIANCES AND FIXTURES, generally Landlord's duty to maintain and repair, 3:9, RC 5321.04(A)(4)

# **EMERGENCIES**

Access to premises, 2:16, 5:15, RC 5321.04(A)(8)

## **EMINENT DOMAIN**

Generally, 7:10

### **ENTRY, RIGHT OF**

See ACCESS TO PREMISES

### **ERRORS**

Lease/rental agreements, 2:4, 2:25, 16:1

### **EVICTION**

See FORCIBLE ENTRY AND DETAINER

Constructive eviction. See CONSTRUCTIVE EVICTION

Discrimination, 4:2

Retaliatory eviction. See RETALIA-TORY EVICTION

Self-help eviction. See SELF-HELP EVICTION

Statutory eviction. See FORCIBLE ENTRY AND DETAINER

### **EVIDENCE**

Forcible entry and detainer proceedings, 13:16, 13:32

Parol evidence. See PAROL EVI-DENCE

Rent wrongfully withheld, **6:17**Security deposit wrongfully withheld, **6:12** 

# **EXECUTION OF AGREEMENT**

See LEASE/RENTAL AGREEMENTS

## **EXECUTION OF JUDGMENT**

Forcible entry and detainer, 13:20, 13:36, RC 1923.13, RC 1923.14

# EXTENSION OF AGREEMENT

Lease/rental term, **18:11**Renewal. See RENEWAL OF AGREE-MENT

### **FAIR HOUSING**

Generally, **4:1 to 4:7**See also DISCRIMINATION.
Accessibility guidelines, **App D**Suggested advertiser checklist, **App C** 

## **FAIR HOUSING ACT OF 1968**

Generally, **4:3 to 4:7**Amendments to, **4:4 to 4:6**Exemptions, **4:4** 

### FAIR HOUSING LAWS

Generally, App A

### FEDERAL DISTRICT COURTS

Discriminatory rental practices, civil actions, **4:7** 

### FEES AND COSTS

Application. See APPLICATION FOR TENANCY

Assignment fee charged by landlord, 11:5

Attorney fees. See ATTORNEY FEES Bad check charge, lease/rental agreement provision, **18:2** 

Cleaning fees, 6:12

Code violations, liability for costs of correcting, **5:6** 

Discriminatory rental practices, waiver of court costs, **4:2**, **4:7** 

Forcible entry and detainer proceedings, RC 1923.09

Jury fees, RC 1923.101

Garnishee's fee, 13:46

Jury fees, forcible entry and detainer actions, RC 1923.101

Manufactured home parks, 10:3

Water meter reading charges, payment of, **10:4** 

Nonrefundable maintenance fee, 6:12

Rent. See RENT

Rent deposit

Clerk of court's fees, RC 5321.08(D) Court costs, RC 5321.09(C), RC 5321.09(D)

Rental broker's fee, reduction or modification, **6:5** 

Re-rent fees, 6:12

### **FIRE**

See DESTRUCTION OF PROPERTY, generally

## FIRE PROTECTION

Lease/rental agreements restricting fire risks, **5:18** 

Writ of execution, 13:20, RC 1923.13

Fraud as counterclaim, 13:14

Garnishment, 13:38 to 13:47

#### FIT AND HABITABLE CONDITION FORCIBLE ENTRY AND DETAINER —Cont'd Sale of premises, 3:7 Counterclaims, 13:14, 22:2, RC **FIXTURES** 1923.061(B) See APPLIANCES AND FIXTURES Joinder of actions, RC 1923.081 Court costs, RC 1923.09 FORCIBLE ENTRY AND DETAINER Generally, 13:1 to 13:47, RC 1923.01 Damages to RC 1923.15 Recovery from tenant, RC 1923.15 Access to premises refused, grounds for, Sought by tenant in counterclaim, 16:7, RC 5321.05(C) 13:14 Active duty, stay of proceedings for ten-Wrongful eviction, 13:25, RC ant or immediate family member of 5321.15(C) tenant on, RC 1923.062 Defendant's failure to appear at trial, Answer to complaint, 13:12, 22:2 13:15, RC 1923.07 Appeals, 13:19, 13:37, RC 1923.14 Defenses, 13:13, 13:32, 22:2, RC Appearance of defendant, 13:15, RC 1923.051(B), RC 1923.061(A) 1923.07 Jurisdiction lacking, 13:10, 13:13 Assignee, applicability to, 11:3 Notice to vacate not served, 13:8, Attachment, 13:38 to 13:47 13:13 Attorney, right to, 13:11, RC Retaliatory eviction, 16:8, RC 1923.06(B) 5321.02(B)(1) Attorney fees Definition, 13:2 Counterclaim by tenant, 13:14 Definitions. 13:1. RC 1923.01 Wrongful eviction, 13:25, RC 5321.15(C) Destruction of property as counterclaim, Bankruptcy 13:14 Automatic stay of forcible entry and Drug offenses or controlled substances, detainer proceedings upon violation of state laws involving as tenant's filing of petition, 14:2 grounds, 5:10, 12:8, 13:3, RC 1923.02(A), RC 5321.04(A)(9), Relief from, 14:3 RC 5321.05(A)(9) Defense, as, 13:13 Defenses, RC 1923.051(B) Bonds for continuances, 13:15, RC 1923.08 Notice to vacate, 13:5, RC 1923.04(B), RC 5321.17(C) Breach of agreement as counterclaim, 13:14 Service of summons, RC Breach of agreement as grounds, 13:3, 1923.051(A) RC 1923.02(A) Duress as counterclaim, 13:14 Breach of habitability warranty Evidence, 13:16, 13:32 Counterclaim, as, 13:14 Exceptions, 12:12, 13:3, 13:19, RC Defense, as, 13:13 1923.02(C), RC 5321.03(C), RC Burden of proof, 13:17 5321.031 Checklist, 13:26 to 13:47 Execution of judgment, 13:20, 13:36, Code violations as grounds, 13:3, 16:4, RC 1923.13, RC 1923.14 RC 1923.02(A), RC 5321.03(A) Fair Debt Collection Practices Act, Commencement of action, 13:4, 13:29, applicability, 13:36 RC 1923.04(A) Foreclosure, 13:6 Comparison of procedures for private **Forms** and public housing, App B Answer and counterclaim, 22:2 Complaints, 13:12, 13:30, 22:1, RC Complaint, 22:1 1923.05 Notice to vacate, 13:7, 13:8, 20:2, Confession of judgment, 13:15 RC 1923.04(A) Constructive eviction. See Summons, 13:11, RC 1923.06(B) CONSTRUCTIVE EVICTION

Continuances, 13:15, 13:33, RC

Costs of proceedings, RC 1923.09

1923.08

ORCIBLE ENTRY AND DETAINER	FORCIBLE ENTRY AND DETAINER
—Cont'd	—Cont'd
Grounds for, 13:3, 13:27, 16:4, RC	Lease/rental agreement provisions
1923.02, RC 5321.03(A)	Confession of judgment clause, 13:15
Holding over, <b>12:5</b> , <b>16:9</b>	Jury waiver clause, 13:15
Illegal use of premises, <b>5:17</b> Drug offenses or controlled sub-	Limitation of actions, <b>13:1</b> , <b>RC 1923.01(B)</b>
stances, violation of state laws	Magistrate's report, objections to, 13:19,
involving, <b>5:10</b> , <b>12:8</b> , <b>13:3</b> ,	13:35
RC 1923.02(A), RC	Manufactured home parks, 10:2, 10:6,
5321.04(A)(9), RC	RC 1923.02(A)
5321.05(A)(9)	Refusal to pay undisclosed fees or
Pets on premises, 2:10	charges as ground for eviction,
Plumbing, improper use, <b>5:5</b>	10:3
Rent delinquency, 6:2	Removal of manufactured home by
HUD assistance payments, effect of	operator of home park, <b>RC</b>
acceptance as partial payment	1923.12
of rent, <b>6:5</b>	Notice to remedy, 13:28
Partial payments, 6:2, 6:5	Notice to vacate, 13:4, 13:29, 20:2, RC
Handicapped persons, <b>4:5</b>	1923.04, RC 5321.17(C)
Holdover tenants, 12:5, 13:3, 16:4,	Contents of notice, <b>13:7</b>
16:9, RC 1923.02(A), RC	Failure to serve notice as defense,
5321.03(A)(4)	13:8, 13:13
HUD assistance payments, effect of	Manufactured home parks, removal of
acceptance as partial payment of	manufactured home by operator
rent, <b>6:5</b>	of park, <b>RC 1923.12</b>
Illegal use of premises as grounds, <b>5:17</b>	Termination of tenancy, distinguished
Eviction for. See Drug offenses or	from, 13:5
controlled substances, violation	Timing of service, 13:9
of state laws involving as	Trustee, landlord's capacity as, 13:4
grounds, this heading	Waiver of right to give notice, <b>5:12</b> ,
Injury as counterclaim, 13:14	6:7
Inspection of premises, RC 1923.15	Objections, 13:19, 13:35, 13:37
Joinder of actions, RC 1923.081	Oral rental agreement, manufactured
Judgment debtors, RC 1923.02(A)	home parks, <b>10:6</b>
Judgments, <b>RC 1923.09</b>	Parol evidence, 13:18
Appeals, 13:19, RC 1923.14	Personal property of tenant, liability for
Confession of judgment, 13:15	safekeeping, 6:14
Enforcement, 13:20, 13:36, RC	Persons subject to, 13:3, 13:27, RC 1923.02(A)
1923.13, RC 1923.14 Entry, RC 1923.11	Petition, 13:12, 13:30, RC 1923.05
Subsequent action not barred, 13:20,	Pets on premises as grounds, 2:10
RC 1923.03	Plumbing, improper use as grounds, 5:5
Jurisdiction, 13:3, 13:10, 13:27, RC	Proof of ownership, unlicensed attorney, 13:13
1923.01(A), RC 1923.02	Public housing, <b>App B</b>
Lack of jurisdiction as defense, 13:10,	Rent delinquency as grounds, <b>6:2</b> , <b>13:3</b> ,
13:13	16:4, RC 1923.02(A), RC
Jury trials, 13:15, 13:34, RC 1923.10	5321.03(A)(1)
Fees, RC 1923.101	HUD assistance payments, effect of
Right to, 13:11, RC 1923.06(B)	acceptance as partial payment of
Waiver, 13:15, RC 1923.09	rent, <b>6:5</b>
Land installment contracts, <b>RC</b>	Partial payments, <b>6:2, 6:5</b>
1923.02(A)	Re-rental of property, <b>RC 1923.15</b>
Later actions not barred, 13:20, RC	Residential premises, definition, <b>RC</b>
1923.03	1923.01(C)

#### FORCIBLE ENTRY AND DETAINER **FORFEITURE** —Cont'd Application fee, 2:5 Restitution of premises, 13:20, 13:36, Forcible entry and detainer. See FORC-RC 1923.13 IBLE ENTRY AND DETAINER Retaliatory eviction. See RETALIA-Lease/rental agreement. See TERMINA-TORY EVICTION TION OF AGREEMENT Sale of premises, 12:11 **FORMS** Self-help eviction. See SELF-HELP Abandonment, tenant's response to **EVICTION** notice of, 19:8 Service of process Access to premises Improper service as defense, 13:13 Withholding consent, landlord's Notice to vacate. 13:8, 13:29, RC protest, 20:1 1923.04 Wrongful entry by landlord, tenant's Summons, 13:11, 13:31, RC protest, 19:1 1923.06(A), RC 1923.051(A) Accommodations request by tenant, Set-out. 13:20 19:9 Liability for safekeeping of property, Agent's authority to lease, 18:9 6:14 Answers, generally, 22:1 to 22:7 Stay of proceedings for tenant or imme-Application for tenancy, **17:1** diate family member of tenant on Assignment by tenant, 18:12 to 18:16 active duty, RC 1923.062 Consent of landlord, 18:12 to 18:16 Stay pending appeal, RC 1923.14 Liability of assignee, 18:16 Stay pending bankruptcy proceedings, Release of assignor's obligations, 14:2 18:16 Relief from, 14:3 Rent payments, liability, 18:12, 18:16 Student tenants, 12:12, 13:3, RC Belief of abandonment, notice of, **20:10** 1923.02(C), RC 5321.03(C), RC Breach of agreement or duty by landlord 5321.031 Complaint, 22:3 Sublessee, applicability to, 13:20 Injunctive relief, application for, 22:5, Summary proceeding, 13:15 22:6 Summons, 13:11, 13:31, RC 1923.06 Notice, 19:2 Improper service as defense, 13:13 Termination of agreement, notice, Tenant at sufferance, 2:42 19:3 Trials, 13:15, 13:35, RC 1923.09 Changing rental terms, notice, **20:9** Appearance, 13:15, RC 1923.07 Complaints, generally, 22:1 to 22:7 Burden of proof, 13:17 Counterclaims, generally, 22:1 to 22:7 Continuances, 13:15, 13:33, RC Disclosure of lead paint, App G 1923.08 Forcible entry and detainer. See FORC-Evidence, 13:16, 13:32 IBLE ENTRY AND DETAINER Jury trials. See Jury trials, this head-Lead paint disclosure, App G Lease/rental agreements Parol evidence, 13:18 Generally, 18:1 to 18:22 Preparation for trial, 13:32 Assignment by tenant, 18:12 to 18:16 Undue influence as counterclaim, 13:14 Detailed lease form, 18:2 Vacation of premises, 13:20 Extension of term, 18:11 Verdicts, RC 1923.10, RC 1923.11 Option to purchase, 18:18 to 18:21 Waste on premises as grounds, 5:15, Renewal, 18:10 16:11 Simple lease form, 18:1 Writ of execution, 13:20, 13:36, RC Letters 1923.12, RC 1923.13 landlords, 20:1 to 19:12 **FORECLOSURES** tenants, 19:1 to 19:11 Eviction, 13:6 Notice of tenant of intention to enter, 20:12 Termination of agreement, tenant letter,

Novation, 11:8

19:10, 19:11

### FORMS—Cont'd

Number of units rented by landlord, notice of, **20:8** 

Options to purchase, 18:18 to 18:21

Partial release of rent deposited with court, landlord's application for, 21:3

Renewal of agreement, **15:3** 

Option to renew, 15:4

Conditional option, **15:6** 

Rent deposit with court, release

Answer and counterclaim by tenant, **21:4** 

Landlord's application, 21:1

Partial release, 21:3

Stipulation and waiver to release, **21:5** 

Tenant's application, 21:2

Rent unaccepted by landlord, tenant's protest, **19:4** 

Repair of premises, notice to landlord, 19:2

Retaliatory action, protest by tenant, 19:5

Sale of premises

Collection of rent by new owner, **20:4, 20:5** 

Option to purchase, 18:18 to 18:21

Complaint for specific performance to enforce option, **22:7** 

Security deposit

Forwarding address, notice to landlord, **19:6** 

Return, request for, 19:7

Wrongful withholding, complaint,

Sublease, consent of landlord, 18:17

Surrender of premises, **12:10** 

Tenant's accommodations request, 19:9

Termination of agreement, 20:3

Landlord's failure to make repairs, due to, **19:3** 

Termination of tenancy for non-compliance with tenant obligations, notice of, 20:11

### **FRAUD**

Constructive eviction claim based on fraudulent forcible entry and detainer action, **13:21** 

Counterclaim to forcible entry and detainer, **13:14** 

Latent defect or danger, concealment by landlord, **3:17**, **16:10** 

Lease/rental agreements, 2:25, 16:1

Statute of frauds. See STATUTE OF FRAUDS

### **GAMBLING**

Premises used for, 2:26, 12:8

### GARBAGE DISPOSAL

See WASTE DISPOSAL

## **GARNISHMENT**

Forcible entry and detainer, 13:38 to 13:47

### **GUARANTORS**

Rent, liability for payment, 6:2

### **GUESTS**

Damage to or destruction of premises by, liability of tenant, **5:7** 

Liability for injury to, 8:11

Negligence of, liability of tenant, **5:7** Restrictions on, enforceability, **2:8** 

# HABITABILITY, WARRANTY OF

Breach of warranty

Constructive eviction claim, 13:22

Damages recoverable, 13:14

Counterclaim to forcible entry and detainer, **13:14** 

Defense to forcible entry and detainer, 13:13

Common law provisions, 3:16 to 3:19

Sale of premises, 3:7

Statutory provisions, 3:7, RC 5321.04(A)(2)

### HANDICAPPED PERSONS

Apartment rules, accommodation, **4:5** Definition, **4:5** 

Discrimination against prohibited, 4:5

Escrow accounts, 4:5

Eviction, 4:5

Fair housing accessibility guidelines,

# App D

HUD property, refusal to rent based on type of handicap, **4:5** 

Parking spaces, 4:5

Pets as companions for, 4:5

Physical modification of premises, 4:5

Questioning concerning independent living capability, **4:5** 

### HARASSMENT

Access to premises, repeated demands, 12:4, 16:6, RC 5321.04(B)

## HEALTH AND SAFETY CODES

Landlord's duty to comply, **3:4, RC 5321.04(A)(1)** 

Local standards, authority, RC 5321.19 Tenant's duty to comply, 5:6, RC 5321.05(A)(5)

# HEALTH AND SAFETY CODES —Cont'd

Violations

Complaint by tenant, RC 5321.07 Retaliatory action by landlord, 12:4, RC 5321.02(A)(1)

Correction

Costs of correcting, liability, **5:6**Forcible entry and detainer,
grounds for, **13:3**, **16:4**, RC **5321.03**(A)(3)

Landlord, by, 16:2

Complaint. See Complaint by tenant, this subheading

Notice, 12:7, 19:2, RC 5321.07(A)

Proof of nuisance required, **3:4** Rent deposit/withholding, grounds

for, **3:4**, **6:17**, **RC 5321.07**Termination of agreement, grounds for, **12:4**, **12:7** 

Tenants, by, **16:3** 

Forcible entry and detainer, grounds for, 13:3, 16:4, RC 1923.02(A), RC 5321.03(A)(2)

Notice to remedy, **12:7**, **13:5** Termination of agreement, grounds for, **12:5**, **12:7** 

### **HEARINGS**

Civil rights commission, discriminatory rental practices, **4:2** 

### **HEATING**

See also APPLIANCES AND FIXTURES, generally

Fuel cost increases, rent increase due to, 6:4

Inadequate, grounds for constructive eviction, 13:23

Ordinary wear and tear of heating systems, **7:5** 

# HISTORY OF LANDLORD/ TENANT LAWS

Generally, 1:1

## HOLDOVER TENANTS

See also TENANCY AT SUFFERANCE Definition, **5:14** 

Forcible entry and detainer actions against, 12:5, 13:3, 16:4, 16:9, RC 1923.02(A), RC 5321.03(A)(4)

Injunctive relief, 16:9

Landlord's duty to eject, 3:14, 16:1

Lease/rental agreement provisions for liability of landlord, **3:14** 

New tenant's remedies, 3:14, 16:1

## HOLDOVER TENANTS—Cont'd

Renewal of agreement, holding over implied as, **5:14**, **15:10**, **16:9** Trespass action against, **5:14**, **16:9** 

### HOLIDAYS

Rent due on, 6:7

### HOT WATER

See also APPLIANCES AND FIXTURES, generally

Landlord's duty to provide, **3:11, RC 5321.04(A)(6)** 

Hot water heater, repair and maintenance, **3:9** 

## **HOUSE TRAILERS**

See MANUFACTURED HOME PARKS

# HOUSING AND URBAN DEVELOPMENT DEPARTMENT

Acceptance of HUD assistance payments as partial payment of rent, effect, **6:5** 

Discriminatory rental practices, complaints, **4:7** 

State or local agency certified by, jurisdiction, **4:2** 

Fair housing accessibility guidelines, **App D** 

Handicap, refusal to rent HUD property based on type of, **4:5** 

### HOUSING CODES

See BUILDING AND HOUSING CODES

# **HUD**

See HOUSING AND URBAN DEVELOPMENT DEPARTMENT

### **HUSBAND AND WIFE**

Separated, liability for damage to or destruction of leased premises, **5:7** 

## ICE AND SNOW

Injury caused by, liability, **3:8**, **5:2**, **8:6** Removal from driveway and walks, tenant's duties, **5:2** 

# ILLEGAL USE OF PREMISES

Generally, 5:17

Drug activity. See DRUGS, at Premises used for illegal purposes

Gambling, 12:8

Landlord's knowledge, 12:8

Lease/rental agreements

Agreement unenforceable, 2:26, 16:1 Prohibition clause, 5:17, 12:8

Prostitution, 12:8

### **ILLEGAL USE OF PREMISES**

—Cont'd

Termination of lease/rental agreement, 12:8

### INCOMPETENT PERSONS

Parties to lease/rental agreements, effect on validity, **2:22**, **16:1** 

# INDEPENDENT CONTRACTORS

See CONTRACTORS

### INJUNCTIVE RELIEF

Access to premises

Abuse of right of entry, **5:15**, **16:6**, **RC 5321.04**(**B**)

Compelling, **16:3**, **16:7**, **RC 5321.05**(**C**)

Alteration of premises by tenant, 5:15
Breach of agreement or duty, 22:5, 22:6
Discriminatory rental practices, 4:2, 4:7
Holdover tenants, 16:9
Nuisance maintained by landlord, 3:18,

16:10

Pataliatory actions by landlards 16:8

Retaliatory actions by landlords, **16:8** Waste on premises, **7:7**, **16:11** 

### INJURIES, LIABILITY

See LIABILITY FOR INJURIES

# INSPECTION OF PREMISES

Access to premises, **3:12**, **5:11**, **RC 5321.05**(**B**)

See also ACCESS TO PREMISES, generally.

Forcible entry and detainer proceedings, RC 1923.15

Inventory checklist, 20:7

New tenant, by; acknowledgment, 18:1

### **INSURANCE**

Generally, **9:1 to 9:22** 

Commercial/residential tenant, 9:6, 9:7 Definition, 9:2

Landlord, coverage, 9:7

Landlord's obligation to procure, 9:2,

Lease/rental agreement provisions, **9:2** Mixed-use tenant, **9:6** 

Tenant obligated to maintain coverage, **9:7** 

Mixed-use tenant, 9:6

Personal property of tenant, 9:3 to 9:5 Renter's insurance. 9:3 to 9:5

Tax deductions, 9:17

## **INTEREST**

Rent deposited with clerk of court, **RC** 5321.08(E)

### INTEREST—Cont'd

Security deposit, **6:12**, **16:13**, **RC 5321.16**(**A**)

### INTOXICATION

Parties to lease/rental agreements, effect on validity, **2:22**, **16:1** 

### INVENTORY CHECKLIST

Commencement and termination of lease term, **20:7** 

### **INVITEES**

Liability for injury to, 8:11

## JOINDER OF ACTIONS

Forcible entry and detainer, RC 1923.081

## JUDGMENT BY CONFESSION

Forcible entry and detainer, 13:15 Lease/rental agreement provision, 16:1, RC 5321.13(B)

### JUDGMENT DEBTORS

Forcible entry and detainer actions against, RC 1923.02(A)
Garnishment, 13:41, 13:43, 13:45

### **JUDGMENTS**

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

## **JURISDICTION**

Discriminatory rental practices, HUDcertified state or local agencies, **4:2** 

Forcible entry and detainer, 13:3, 13:10, 13:27, RC 1923.01(A), RC 1923.02

Lack of jurisdiction as defense, 13:10, 13:13

### JURY TRIALS

Forcible entry and detainer proceedings. See FORCIBLE ENTRY AND DETAINER

### LAND CONTRACTS

Forcible entry and detainer, RC 1923.02(A)

### LANDLORD LETTERS

Generally, 20:1 to 20:12

### LANDLORD/ TENANT ACT

Conflict with ordinances, RC 5321.19 Legislative intent, 1:1

# **LANDLORDS**

Agents. See AGENTS
Agreements. See LEASE/RENTAL
AGREEMENTS

### LANDLORDS—Cont'd

Bankruptcy, 14:11

See also BANKRUPTCY, generally.

Assignment of interest in lease/rental agreement, **11:4** 

Purchase option, effect on, 15:19

Definition, **RC 5321.01(B)** 

Forcible entry and detainer proceeding, RC 1923.01(C)

Duties. See LANDLORD'S DUTIES

Letters, generally, 20:1 to 20:12

Liability. See LIABILITY

Name and address, providing to tenant, 2:4, 3:3, 18:1, 18:2, RC 5321.18

Failure to provide, **6:17**, **RC 5321.18**(**C**)

Manufactured home park operators, **10:3** 

Retaliatory actions. See RETALIA-TORY ACTIONS BY LANDLORDS

Right of entry. See ACCESS TO PREMISES

### LANDLORD'S DUTIES

Generally, 3:1 to 3:20, RC 5321.04

Access to premises. See ACCESS TO PREMISES

Access to premises. See ACCESS TO PREMISES, generally

Address of landlord, providing to tenant, 2:4, 3:3, 18:1, 18:2, RC 5321.18

Failure to provide, **6:17, RC 5321.18**(C)

Manufactured home park operators, **10:3** 

Appliances and fixtures, maintenance and repair, 2:18, 3:9, RC 5321.04(A)(4)

Assumption of duty by course of conduct, **3:8** 

Assumption of tenant's duties, **5:12**, **RC 5321.13**(**F**)

Breach of duty. See BREACH OF DUTY

Building codes, compliance, **3:4**, RC 5321.04(A)(1)

Collection of rent, 6:6

Common areas, maintenance and repair, 3:8, RC 5321.04(A)(3)

Common law duties, 3:13 to 3:20

Crime protection, **3:15** 

Constructive eviction claim, 13:21

Delivery of possession of premises, **3:14** Failure to deliver, **16:1** 

## LANDLORD'S DUTIES—Cont'd

Drug offenses or controlled substances, eviction of tenant for violation of state laws involving, 5:10, 12:8, 13:3, RC 1923.02(A), RC 5321.04(A)(9), RC 5321.05(A)(9)

Defenses, RC 1923.051(B)

Notice to vacate, 13:5, RC 1923.04(B), RC 5321.17(C)

Service of summons, RC 1923.051(A)

Elevators, maintenance and repair, 3:9, RC 5321.04(A)(4)

Failure to perform. See BREACH OF DUTY

Health codes, compliance, **3:4**, **RC 5321.04**(**A**)(**1**)

Hot water, duty to provide, **3:11**, **RC 5321.04**(**A**)(**6**)

Hot water heater, repair and maintenance, **3:9** 

Housing codes, compliance, 3:4, RC 5321.04(A)(1)

Latent defects or dangers, **3:17**, **8:2**, **16:10** 

Lead paint, required disclosure, 3:5, App E, App F

Form, App G

Maintenance of premises. See MAIN-TENANCE OF PREMISES

Manufactured home park operators. See MANUFACTURED HOME PARKS, at Park operators' duties

Modification of statutory duties, **5:12** Name of landlord, providing to tenant,

2:4, 3:3, 18:1, 18:2, RC 5321.18 Failure to provide, 6:17, RC 5321.18(C)

Manufactured home park operators, 10:3

Nuisance abatement, 3:18

Painting premises, 3:7

Lead paint, required disclosure, 3:5, App E, App F

Form, App G

Quiet enjoyment warranty, 3:19, 5:9

Repair of premises. See REPAIR OF PREMISES

violation of duties. See BREACH OF DUTY

Right of entry. See ACCESS TO PREMISES

Safety codes, compliance, **3:4**, RC **5321.04**(A)(1)

Security of premises, 3:15

Constructive eviction claim, 13:21

#### LANDLORD'S DUTIES—Cont'd LEASE/ RENTAL AGREEMENTS Statutory duties, 3:2 to 3:12, RC -Cont'd 5321.04 Breach of agreement. See BREACH OF Modification or waiver, 5:12 **AGREEMENT** Trash receptacles, duty to provide, 3:10, Cancellation. See TERMINATION OF **AGREEMENT** RC 5321.04(A)(5) Waiver of duties, **5:12, 16:1** Carpet removal, prohibition, 2:17 Exchange for decreased rent, 2:11, Children, play areas; restrictive provi-RC 5321.13(E) sions, 5:9 Water supply, duty to provide, 3:11, RC Classification of tenancies, 2:27 to 2:42 5321.04(A)(6) Coercion, 2:25, 16:1 Collective negotiations, retaliatory **LAWN MOWING** actions by landlord, 12:4 Tenant's duty, 12:7 Condition subsequent clause, 12:6 Conditional limitation clause, 12:6 LEAD POISONING Conditions and terms. See Contents of Dangers, 3:5, 3:6, App E agreement, this heading Disclosure of lead-based paint, 3:5, 3:6, Confession of judgment clause, 16:1, App E, App F RC 5321.13(B) Form, App G Contents of agreement, 2:4, 2:5 to 2:21, Liability of landlord, 3:5, 8:6 18:1, 18:2 LEASE/ RENTAL AGREEMENTS Permissible, 2:5, RC 5321.06 Generally, 2:1 to 2:42, 18:1 to 18:22 Prohibited, 2:25, 2:26, 16:1, RC Acceptance, 2:24 5321.13 Access clause, 2:16, 18:2 Co-signers, liability for damage or Acknowledgment, term of three years or destruction of premises, 5:7 more, **2:3** Death of tenant during term of agree-Additional lease clauses, 18:3 ment, 6:2 Address of owner and agent required, Assignment of agreement, 11:4 2:4, 3:3, 18:1, 18:2, RC 5321.18 Defective agreements, effect and reme-Failure to provide, 6:17, RC dies. 2:4 5321.18(C) Definitions, 2:2, RC 5321.01(D) Manufactured home parks, 10:3 Forcible entry and detainer proceed-Age of parties, 2:22, 16:1 ing, RC 1923.01(C) Agent's authority, 2:23, 18:9 Unconscionability, 2:6 Renewal of agreement, 15:3 Delivery of agreement, 2:24 Alteration of premises by tenant, 18:6 Landlord's refusal to provide copy of Alteration of premises clause, 7:6 lease as constructive eviction, **Appliances** 13:21 Maintenance provisions, 5:8, 18:1, Delivery of parcels, restrictive clause, 18:2 5:18 Ownership clause, 7:8 Destruction of property, rent payment Assignment of agreement. See ASSIGNclause, **7:11** MENT Discriminatory practices, prohibition Attestation, 2:3, 2:4 and remedies, **4:1 to 4:7** Attorney fees, provision for payment, Drugs, prohibiting, 2:20 16:1, RC 5321.13(C) See also DRUGS, generally. Automatic termination, 12:6 Duration. See Term of agreement, this Avoidance of agreement, 16:1 heading See also TERMINATION OF Duress or undue influence, 2:25, 16:1 AGREEMENT. Exculpatory clause, 8:3, 16:1, RC Minor electing to cancel, 2:22 5321.13(D) Unconscionable agreement, 2:6 Manufactured home park operators, 10:3 Bankruptcy. See BANKRUPTCY Execution of agreement Barbecuing on premises, prohibition, 2:21 Agent's authority, **2:23, 18:9**

#### LEASE/ RENTAL AGREEMENTS LEASE/ RENTAL AGREEMENTS -Cont'd -Cont'd Execution of agreement—Cont'd Liability for injury, limitation clause, Attestation, 2:3, 2:4 8:3, 16:1, RC 5321.13(D) Coercion, duress, or undue influence, Manufactured home park operators, 2:25, 16:1 Negligence or error in execution, Liquidated damages clause, 6:12 2:25, 16:1 Lock changing by tenant, prohibition, Parties. See Parties to agreement, this 2:16 Loud music, prohibition, 2:14 heading Manufactured home parks, 10:3 Possession of premises pending exe-Mental capacity of parties, 2:22, 16:1 cution, 6:2 Mistake, 2:25, 16:1 Ratification by landlord, 2:23 Modification, 2:2 Recording Amount of rent, 6:5 Renewal option, 2:4 Oral, 2:9 Term of three years or more, 2:3 Motor vehicles, restricting certain types Signatures. See Signatures, this headon leased premises, 2:15 ing Expiration of agreement, 12:2 Hours permitted, 5:9 Extension. See RENEWAL OF AGREE-Loud music prohibited, 2:14 **MENT** Name of owner and agent required. 2:4. Fire risks, restricting, 5:18 3:3, 18:1, 18:2, RC 5321.18 **Fixtures** Failure to provide, 6:17, RC Maintenance provisions, 5:8 5321.18(C) Ownership clause, 7:7 Manufactured home parks, 10:3 Forcible entry and detainer provisions Negligence in executing, 2:25, 16:1 Confession of judgment clause, 13:15 Noise provisions, 2:14, 5:9 Jury waiver clause, 13:15 Nuisance restrictions, **5:18** Forfeiture of agreement. See Number of dwellings rented by landlord, TERMINATION OF AGREEnotice of, 18:8 **MENT** Number of occupants, restriction, 5:18, **Forms** 18:2 Detailed lease form, 18:2 Optional conditions, 2:5, RC 5321.06 Extension of term, 18:11 Options to purchase. See SALE OF **PREMISES** Renewal. 18:10 Options to renew. See RENEWAL OF Simple lease form, 18:1 **AGREEMENT** Fraud. 2:25, 16:1 Oral agreements. See ORAL AGREE-Garbage disposal provisions, 2:19, 5:3 **MENTS** Heating cost, rent increase tied to, 18:4 Painting, prohibition, 2:17 Holdover tenant, provisions covering Parking facilities, use of, 18:7 liability of landlord, 3:14 Parol evidence rule, applicability, 2:6 Illegal use of premises Modification of rent amount, 6:5 Agreement unenforceable, 2:26, 16:1 Parties to agreement Prohibition clause, 5:17, 12:8 Age of party, minimum, **2:22, 16:1** Incompetence of parties, effect, 2:22, Agent's authority, **2:23, 18:9** 16:1 Ignorance or lack of understanding of Indemnification clause, 8:3, 16:1, RC terms, 2:22 5321.13(D) Intoxication, effect, 2:22, 16:1 Manufactured home park operators, Mental capacity, 2:22, 16:1 10:3 Periodic tenancy, 2:34 to 2:37 Insurance coverage clause, 9:2 See also PERIODIC TENANCY. Mixed-use tenant, 9:6 Permanent leaseholds, 2:28 to 2:30 Tenant obligated to maintain, 9:7 See also PERMANENT Intoxication of parties, effect, 2:22, 16:1 LEASEHOLDS.

LEASE/ RENTAL AGREEMENTS	LEASE/ RENTAL AGREEMENTS
—Cont'd	—Cont'd
Permissible conditions, 2:5, RC 5321.06	Term of agreement, <b>6:2</b> —Cont'd
Perpetual leases, 2:28 to 2:30	Tenancy at sufferance, 2:42
See also PERMANENT	Tenancy at will, 2:39
LEASEHOLDS.	Tenancy for years, 2:32
Pets, 2:10, 5:18, 18:22	Three years or more, <b>2:3, 2:4, 16:1</b>
Place for payment of rent, 18:5	Termination of agreement. See TERMINATION OF AGREE-
Prohibited practices, 2:25, 2:26, 16:1, RC 5321.13	MENT
Ratification by landlord, 2:23	Third party action preventing new tenant
Recording	from taking possession, <b>18:3</b>
Renewal option, <b>2:4</b>	Types of tenancies, 2:27 to 2:42
Term of three years or more, <b>2:3</b>	Unconscionable agreements, 2:6, 16:1,
Renewal. See RENEWAL OF AGREE-	RC 5321.14
MENT	Cancellation of agreement, 12:4
Rent provisions	Undue influence, <b>2:25</b> , <b>16:1</b>
Amount, <b>6:4, 18:1, 18:2</b>	Validity of agreement, 16:1
Increase, <b>6:4</b>	Agent without authority to lease, 2:23
Modification, <b>6:5</b>	Defective execution, effect, <b>2:4</b> , <b>16:1</b>
Payment, 2:7, 5:12, 6:2 to 6:11, 18:2	Ignorance or lack of understanding of
Partial payments, acceptance, <b>6:5</b>	terms, effect, <b>2:22</b> Illegal use of premises, <b>2:26, 16:1</b>
Place of payment, <b>6:6</b>	Intoxication of party, effect, 2:22,
Rent-withholding provisions, waiver	16:1
prohibited, 2:5 Requisites, 2:2 to 2:4	Mental incompetence of party, effect,
Restrictive covenants, <b>5:16 to 5:19</b>	2:22, 16:1
Security deposit clause, <b>6:12</b>	Mistake, effect, 2:25, 16:1
Application to last month's rent, <b>6:10</b>	Signature, absence of; effect, 2:3, 2:4,
Signatures, <b>2:3, 2:24</b>	16:1
Absence of signature, 2:4, 16:1	Waivers, 16:1, RC 5321.13(A)
Agent executing agreement, 2:23,	Jury trial in forcible entry and
18:9	detainer proceeding, 13:15
Simple form, 18:1	Landlord's duties waived in exchange for free or reduced rent, <b>2:11</b> ,
Smoking, prohibition, 2:20	16:1, RC 5321.13(E)
Statute of frauds, applicability, 2:2, 2:3	Rent deposit with court, waiver of
Subleases. See SUBLEASES	right prohibited, 2:5
Subletting provisions, 2:12, 18:2	Wallpapering, prohibition, 2:17
Tax payment clause, 9:9, 9:10	Waste disposal provisions, 2:19, 5:3
Tenancy at sufferance, 2:41, 2:42	Waste on premises clause, 5:15, 18:2
See also TENANCY AT SUFFER-	Witnesses to, 2:4
ANCE.	Term of three years or more, 2:3, 16:1
Tenancy at will, 2:38 to 2:40	Writing, necessity of, 2:2, 2:3
See also TENANCY AT WILL.	Manufactured home park operator, offer of written agreement
Tenancy for years, 2:31 to 2:33	required, 10:3
See also TENANCY FOR YEARS.	_
Term of agreement, <b>6:2</b>	LIABILITY
Classification of tenancies, 2:27 to 2:42	Assignee, 11:9, 11:10, 18:16
Extension. See RENEWAL OF	Co-signers, damage or destruction of
AGREEMENT	premises, 5:7
Manufactured home parks, 10:3	Costs of correcting code violations, <b>5:6</b> Damage to or destruction of premises,
Periodic tenancy, <b>2:36</b>	16:11
Permanent leaseholds, <b>2:29</b>	Abandonment of premises, <b>5:7</b>
Perpetual lease, 2:29	Co-signers, <b>5:7</b>
=-	=

LIABILITY—Cont'd	LIABILITY FOR INJURIES—Cont'd
Damage to or destruction of premises,	Contributory negligence, 8:13
<b>16:11</b> —Cont'd	Damages, recovery, 8:1 to 8:13
Electrical or plumbing system,	Defenses, 3:7, 8:13
improper use, <b>5:5</b>	Dog bites, 8:6
Guests, by, 5:7	Fixtures, unsafe, <b>8:5</b> , <b>8:6</b>
Parental liability for acts of child, 5:15	Forcible entry and detainer counterclaim, 13:14
Third parties, by, <b>5:7</b> , <b>5:15</b>	Grass clippings accumulation causing
Injuries, for. See LIABILITY FOR INJURIES	injury, <b>8:6</b>
Landlord	Guests, to, <b>8:11</b>
Costs of correcting code violations,	Hazardous conditions, 8:6
5:6	Ice and snow accumulation causing injury, 3:8, 5:2, 8:6
Nuisances, <b>3:18</b> Wrongful possession, liability to new	Independent contractors causing injury, 3:7, 3:20, 8:9
tenants, 3:14	Invitees, to, <b>8:11</b>
Manufactured home parks, lease/rental agreement limiting liability of	Latent or hidden defects, <b>3:17</b> , <b>8:2</b> , <b>16:10</b>
operators, 10:3	Lead poisoning, 3:5, 8:6
Nuisances, 3:18	See also LEAD POISONING, gener-
Rent, payment. See RENT, at Liability for payment	ally.
Sublessee, 11:15, 11:16	Licensee, to, 8:11
Tenant	Neighbors, to, 8:12
Assignee, 11:9, 11:10, 18:16	Newscarrier, to, 8:11
Damage to or destruction of premises,	Notice of defect, establishing, <b>3:7, 8:3, 8:10</b>
16:11 Abandonment of premises, 5:7	Nuisance causing injury, <b>8:2, 8:12, 16:10</b>
Electrical or plumbing system,	Occupation and control test, <b>8:2</b>
improper use, <b>5:5</b>	Paint chips eaten by tenant's child, <b>3:5</b> ,
Guests, by, <b>5:7</b>	8:6
Parental liability for acts of child, 5:15	See also LEAD POISONING, generally.
Third parties, by, <b>5:7</b> , <b>5:15</b>	Proximate cause, establishing, 8:3, 8:10
Rent, payment. See RENT, at	Repair of premises
Liability for payment	Failure to make, 8:4
Sublessee, 11:15, 11:16	Negligent repairs, 3:7, 3:20, 8:7 to
Wrongful possession, liability to new tenants, 3:14	8:9
	Sidewalk causing injury, 8:12
LIABILITY FOR INJURIES	Slip and fall, <b>8:6</b>
Generally, <b>8:1 to 8:13, 16:10</b>	Failure to repair premises, <b>8:4</b>
Appliances, unsafe, 8:5, 8:6	Smoke inhalation, <b>8:6</b>
Assumption of risk, <b>3:7</b> , <b>5:2</b> , <b>8:13</b>	Stairway, falling down, 8:6
Breach of landlord's duties, 8:3 to 8:9	Statutory liability, 8:3 to 8:9
Breaking and entering, <b>8:6</b>	Tenants, to, <b>8:10</b>
Burglary, 8:6	Third parties, to, <b>8:11</b>
Business visitor, to, 8:11	Trespasser, to, 8:11
Common areas, <b>3:8, 8:2</b>	Waiver in lease/rental agreement, 8:3,
Sidewalk causing injury, 8:12	16:1, RC 5321.13(D)
Stairway causing injury, 8:6	LICENSEES
Common law, <b>8:2, 16:10</b>	Liability for injury to, 8:11
Comparative negligence, 3:7, 8:13	
Contractual liability superseding com-	LIENS
mon law liability, <b>8:2</b>	Landlord's lien for rent, <b>6:13</b>

#### LIGHTING MAINTENANCE OF PREMISES See also APPLIANCES AND -Cont'd FIXTURES, generally Tenant's duties, 5:2, RC 5321.05(A)(1) Appliances and fixtures, 5:8, 5:13, Inadequate RC 5321.05(A)(7) Constructive eviction claim, 13:23 Landlord's liability and tenant's rem-MANUFACTURED HOME PARKS edies, 3:4 Generally, 10:1 to 10:8 LIMITATION OF ACTIONS Address of park operator and agent Bodily injury, 8:6, RC 2305.10 required, 10:3 Discriminatory rental practices, 4:2, 4:7 Appliances, installation fees, 10:3 Forcible entry and detainer, 13:1, RC Attorney fees 1923.01(B) Park operators, statutory violations by, 10:3, 10:4 **LIQUOR** Residents, statutory violations by, Illegal sale on premises, 5:17, 12:8 10:5 **LOCK-OUTS** Damages Constructive eviction claim, 13:23 Park operators, statutory violations Delinquency in rental payments, 2:7, by, 10:3, 10:4 5:12 Wrongful withholding of security deposits, 10:7 **LOCKS** Residents, statutory violations by, Change by tenant, 5:11 10:5 Prohibition clause, 2:16 Definitions, 10:1, 10:2 **MAIL** Fees and charges, 10:3 Forcible entry and detainer, service of Water meter reading charges, payment process of, **10:4** Notice to vacate, 13:8, RC Forcible entry and detainer, 10:2, 10:6, 1923.04(B) RC 1923.02(A) Summons, 13:11 Refusal to pay undisclosed fees or Lease/rental agreements, delivery, 2:24 charges as ground for eviction, Parcels, delivery Landlord's right of entry, 5:11, RC Removal of manufactured home by 5321.05(B) operator of home park, RC Lease/rent agreement clause, 5:18 1923.12 Renewal notice, delivery by mail, 15:9 Lease/rental agreements, 10:3 Rent deposit by, **6:17** Liability of park operators, lease/rental Rent payment, delivery by mail, 6:8 agreements limiting, 10:3 Name of park operator and agent MAINTENANCE OF PREMISES required, 10:3 See also REPAIR OF PREMISES Notice, statutory; required, 10:3 Access by landlord. See ACCESS TO Oral rental agreement, forcible entry and PREMISES, generally detainer, 10:6 Appliances and fixtures. See APPLI-Park operators' duties, 10:4 ANCES AND FIXTURES Attorney fees for statutory violations, Landlord's duties, 3:7, RC 10:3, 10:4 5321.04(A)(2) Damages for statutory violations, Access to premises. See ACCESS TO 10:3, 10:4 PREMISES, generally Wrongful withholding of security Adjacent property maintained but not deposits, 10:7 owned by landlord, 3:9 Appliances and fixtures, 2:18, 3:9, Fees and charges, disclosure, 10:3 RC 5321.04(A) Name and address, disclosure, 10:3 Common areas, 3:8, RC Offer of written lease/rental agree-5321.04(A)(3) ment, 10:3 Tax deduction, 9:15 Rules, disclosure, 10:3 Nonrefundable maintenance fee, 6:12 Statutory notice, 10:3

# MANUFACTURED HOME PARKS —Cont'd

Park operators' duties, 10:4—Cont'd Water meter reading charges, payment of. 10:4

Removal of manufactured home by operator of home park, RC 1923.12

Residents' duties, 10:5

Rules, disclosure, 10:3

Security deposits, 10:7

Statutory notice required, 10:3

Term of lease/rental agreements, 10:3

Water meter reading charges, payment of, **10:4** 

Written lease/rental agreements, offer required, **10:3** 

## **MARIJUANA**

See also DRUGS, generally
Cultivation on leased premises, termination of agreement due to, 12:8
Warranty of quiet enjoyment, 3:19

### MEDIATION

Housing court mediation program, App

# MENTALLY ILL OR RETARDED PERSONS

Parties to lease/rental agreements, effect on validity, **2:22**, **16:1** 

### MILITARY PERSONNEL

Forcible entry and detainer, stay of proceedings for tenant or immediate family member of tenant on active duty, RC 1923.062

### **MINORS**

See CHILDREN

## **MISTAKE**

Lease/rental agreements, 2:4, 2:25, 16:1

# **MITIGATION**

Damages, abandonment of premises, 2:13, 16:12

### MOBILE HOME PARKS

See MANUFACTURED HOME PARKS

# MODIFICATION OF AGREEMENT

See LEASE/RENTAL AGREEMENTS

## MONEY ORDERS

Rent payments, 6:9

## **MOTOR VEHICLES**

Restriction of certain types on leased premises, **2:15** 

### MOVING COMPANIES

Liability for damage caused by, 5:15

## **MUNICIPAL COURTS**

Forcible entry and detainer, jurisdiction, 13:10, RC 1923.01(A)

Housing court mediation program, **App**H

Rent deposit with. See RENT DEPOSIT/WITHHOLDING, generally

## MUNICIPAL ORDINANCES

See ORDINANCES

### MUSIC

Hours permitted, lease/rental agreement provisions, **5:9** 

Loud music

Lease/rental agreement prohibiting, **2:14** 

Tenant's remedies, 5:9

Loud music. See also NOISE, generally

### **NARCOTICS**

See DRUGS, generally

### **NEGLIGENCE**

Lease/rental agreements, mistake in executing, 2:25, 16:1

Repairs negligent, liability for injury caused by, 3:7, 3:20, 8:7 to 8:9 Waste on premises, 5:7, 5:15, 16:11

# **NEIGHBORS**

Liability for injury to, 8:12

## **NEWSCARRIERS**

Liability for injury to, 5:2, 8:11

### NOISE

Anti-noise ordinances, 2:14

Lease/rental agreement provisions, **5:9** Loud music

Prohibited in lease/rental agreement, 2:14

Tenant's remedies, 5:9

Nuisance, as, 2:14, 3:18, 5:9

Ordinances, 2:14

### **NOTICE**

See also DISCLOSURE

Abandonment, tenant's response to notice of, **19:8** 

Access to premises, 3:12, 5:11, RC 5321.04(A)(8)

Abuse of right by landlord, **16:6**, **19:1** Refusal of access, **20:1** 

10:3

#### NOTICE—Cont'd NOTICE—Cont'd Address of owner and agent, 2:4, 3:3, Security deposit deductions, 6:12, 18:1, 18:2, RC 5321.18 16:13, RC 5321.16(B), RC Failure to provide, 6:17, RC 5321.16(C) 5321.18(C) Tenant's intention to enter. 20:12 Manufactured home parks, 10:3 Tenant's response to notice of abandonment, 19:8 Belief of abandonment, notice of, 20:10 Blind or sight-impaired person, notice Termination of agreement. See TERMINATION OF AGREEto, 13:7 **MENT** Breach of agreement by landlord, 12:4, Termination of tenancy for non-compli-19:2, RC 5321.07(A) ance with tenant obligations, notice Breach of duty of. 20:11 Landlord, by, 5:9, 19:2, RC 5321.07(A) NUISANCES Tenant, by, RC 5321.11 Abatement, 3:18 Changing rental terms, notice, 20:9 Code violations, 3:4 Code violations Constructive eviction claims, 3:18 Landlord's notice to tenant, 12:7, Definition, 3:18 13:5 Illegal drug activity, 3:18 Tenant's notice to landlord, 12:7, Injunctive relief, 3:18, 16:10 19:2, RC 5321.07(A) Injury caused by, liability, 8:2, 8:12, Court proceeding to collect debt, **13:40** 16:10 Debt collection, 13:40 Landlord's liability, 3:18 Defective conditions, notice to landlord, Injury caused by nuisance, 8:2, 8:12, 5:2, 19:2, RC 5321.07(A) 16:10 Liability for injury, establishing, 3:7, Lease/rental agreement restrictions, 5:18 8:3, 8:10 Noise, 2:14, 3:18, 5:9 Discriminatory rental practices, appeals Remedies, 3:18, 16:10 from civil rights commission deci-Types of nuisances, 3:18 sions, 4:2 NUMBER OF OCCUPANTS Election to exercise option to purchase, Lease/rental agreements restricting, 18:21 5:18, 18:2 Enter, tenant's intention to, 20:12 Forcible entry and detainer. See FORC-**OBJECTIONS** IBLE ENTRY AND DETAINER Forcible entry and detainer, 13:19, Hazardous conditions, notice to 13:35, 13:37 landlord, 8:6, 19:2, RC 5321.07(A) Waiver. See WAIVER OF OBJEC-Manufactured home park operators, TIONS required statutory notice, 10:3 **ODORS** Name of owner and agent, 2:4, 3:3, Nuisances, as, 3:18 18:1, 18:2, RC 5321.18 Failure to provide, 6:17, RC **OPTIONS TO PURCHASE** 5321.18(C) See SALE OF PREMISES Manufactured home parks, 10:3 **OPTIONS TO RENEW** Number of units rented by landlord, See RENEWAL OF AGREEMENT notice of, 20:8 Renewal of agreement, 12:2, 15:5, 15:9 **ORAL AGREEMENTS** Rent deposit/withholding, 6:17, RC Assignment by tenant, 11:3 5321.07(A), RC 5321.08(A) Lease/rental agreements, 2:2 Manufactured home parks, 10:8 Inducement to sign agreement not Waiver of obligation to give notice, fulfilled, remedies, 2:25 10:3 Subsequent oral agreements, 2:9 Waiver of obligation to give notice, Written notice of owner's name and 3:3, RC 5321.18(C) address, 2:4, RC 5321.18(B) Manufactured home parks, forcible Manufactured home park operators,

entry and detainer, 10:6

# ORAL AGREEMENTS—Cont'd Renewal of lease/rental agreement, 15:2, 15:3 Rent payments Modification of rent, 6:5 Place of payment, 6:6 **ORDINANCES** Authority to regulate landlord-tenant relations, **RC 5321.19** Building and housing standards, author-

ity to regulate, RC 5321.19 Conflict with Landlord-Tenant Act, RC

5321.19

Fair housing, 4:2, App A

Health and safety standards, authority to regulate, **RC 5321.19** 

Noise control, 2:14 Waste disposal, 5:3

### **PAINT**

Landlord's duties, 3:7

Disclosure of lead-based paint, 3:5,

App E, App F Form, App G

Lead-based paint

Dangers, 3:5, 3:6, App E

Disclosure, required, 3:5, 3:6, App E,

App F

Form, App G

Landlord's liability, 3:5, 8:6

Restriction by lease/rental agreement, 2:17

# PARK OPERATOR

Forcible entry and detainer proceeding, definition, RC 1923.01(C)

## PARKING SPACES

Handicapped persons, accommodating, 4:5

### PAROL EVIDENCE

Forcible entry and detainer proceedings, 13:18

Lease/rental agreements

Inducement to sign lease/rental agreement not fulfilled. 2:25

Modification of rent amount, 6:5 Unconscionable agreement, 2:6

### PARTIES TO AGREEMENT

See LEASE/RENTAL AGREEMENTS

# **PASSKEYS**

Landlord's right to, 5:11 Restrictions on use, 2:16, 5:11 Retaliatory eviction for failure to provide to landlord, 5:11

### PASSKEYS—Cont'd

Tenant not required to provide to landlord, 5:11

### PAYMENT OF RENT

See RENT

## PEACEFUL ENJOYMENT

See QUIET ENJOYMENT

### PERIODIC TENANCY

Generally, 2:34 to 2:37

Creation, 2:35

Duration, 2:36

Termination, 2:37, RC 5321.17

Notice, 12:2, 20:3

## PERMANENT LEASEHOLDS

Generally, 2:28 to 2:30, 15:5

Creation, 2:28

Duration, 2:29

Termination, 2:30

### PERPETUAL LEASES

See PERMANENT LEASEHOLDS

### PERSONAL INJURIES, LIABILITY

See LIABILITY FOR INJURIES

### **PETITIONS**

See COMPLAINTS

### **PETS**

Barking dogs as nuisance, 3:18

Damage done to premises as ordinary wear and tear, 7:5

Deposits for, 6:12

Dog bites, liability for injury, 8:6

Handicapped persons, companions for, 4:5

Lease/rental agreements. 2:10, 5:18, 18:22

Seeing-eye dogs, 4:5

### **PLEADINGS**

See COMPLAINTS

Answers. See ANSWERS

Counterclaims. See

**COUNTERCLAIMS** 

# PLUMBING

See APPLIANCES AND FIXTURES, generally

## POSSESSION OF PREMISES

Abandonment. See ABANDONMENT OF PREMISES

Acceptance of agreements implied, 2:24

Constructive eviction. See

CONSTRUCTIVE EVICTION

### POSSESSION OF PREMISES—Cont'd

Defective rental agreements, effect on, **2:4** 

Delivery, 3:14

Failure to deliver, 16:1

Execution of lease/rental agreement not completed, **6:2** 

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

Holdover tenants. See HOLDOVER TENANTS

Landlord's duty to deliver, **3:14** Failure to deliver, **16:1** 

Surrender, 5:14, 12:10

# POST-RELEASE CONTROL SANCTION

Definition, RC 5321.01(K)

### **PREMISES**

Abandonment. See ABANDONMENT OF PREMISES

Access by landlord. See ACCESS TO PREMISES

Air conditioning. See APPLIANCES AND FIXTURES, generally

Alteration by tenant, **2:17, 5:15, 7:6**See also WASTE ON PREMISES, generally.

Consent of landlord, 7:6, 7:7

Appliances. See APPLIANCES AND FIXTURES

Barbecue grill, prohibition, 2:21

Carpet removal by tenant, prohibition, 2:17

Change in condition, 7:1 to 7:11

Common areas. See COMMON AREAS

Damage to. See DESTRUCTION OF PROPERTY

Definitions, RC 5321.01(C)

Delivery of possession, 3:14

Failure to deliver, 16:1

Destruction of. See DESTRUCTION OF PROPERTY

Dwelling unit, definition, RC 5321.01(F)

Electrical systems and fixtures. See APPLIANCES AND FIXTURES, generally

Entry by landlord. See ACCESS TO PREMISES

Eviction. See FORCIBLE ENTRY AND DETAINER

Fire risks, restrictions, 5:18

Fixtures. See APPLIANCES AND FIXTURES

### PREMISES—Cont'd

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

Gambling on, 2:26, 12:8

Hazardous conditions, liability for injury, **8:6** 

Heating systems. See APPLIANCES AND FIXTURES, generally

Illegal use of. See ILLEGAL USE OF PREMISES

Inspection. See INSPECTION OF PREMISES

Insurance. See INSURANCE

Latent defects or dangers, landlord's liability, **3:17**, **8:2**, **16:10** 

Liquor sales on, 5:17, 12:8

Locks, tenant changing, 2:16

Maintenance. See MAINTENANCE OF PREMISES

Marijuana cultivation, termination of agreement due to, 12:8

Number of occupants, restriction, 5:18

Ordinary wear and tear, 7:5

Painting. See PAINT, generally

Pets, damage done by as ordinary wear and tear, 7:5

Plumbing. See APPLIANCES AND FIXTURES, generally

Possession. See POSSESSION OF PREMISES

Prostitution on, 2:26, 12:8

Repair. See REPAIR OF PREMISES

Restrictions on use of, **5:16 to 5:19** 

Right of entry by landlord. See ACCESS TO PREMISES

Sale of property by landlord. See SALE OF PREMISES

Security, landlord's duties, 3:15

Constructive eviction claim, 13:21

Surrender of, 5:14, 12:10

Use of

Illegal. See ILLEGAL USE OF PREMISES

Tenant's duties, **5:16 to 5:19** 

Ventilating systems. See APPLIANCES AND FIXTURES, generally

Wallpaper prohibited by lease/rental agreement, 2:17

Waste disposal. See WASTE DIS-POSAL

Waste on. See WASTE ON PREMISES Water supply, 3:11, RC 5321.04(A)(6)

# PROSTITUTION

Premises used for, 2:26, 12:8

### **PUNITIVE DAMAGES**

Discriminatory rental practices, 4:2, 4:7

# **PURCHASE OF PREMISES**

See SALE OF PREMISES, generally

## **QUESTIONS OF LAW AND FACT**

Forcible entry and detainer appeals, 13:19

### **QUIET ENJOYMENT**

Breach of warranty, 2:14, 3:19, 5:9, 16:10

Common law covenant, 2:14, 3:19

Definition, 3:19

History of common law warranty, 1:1 Landlord's duty to ensure, 3:19, 5:9

Smoking as breach of, 3:19

Tenant's duty to preserve, **5:9, RC 5321.05(A)(8)** 

### RATIFICATION

Lease/rental agreements, 2:23

# REASSIGNMENT

Generally, 11:10

### RECEIVERSHIP

Tenant's application to court to place premises in receivership, **22:3** 

## RECORDERS, COUNTY

Leases, recording

Renewal options, effect, **2:4**Term of three years or more, **2:3** 

· ·

### RECREATIONAL VEHICLE

Forcible entry and detainer proceeding, definition, RC 1923.01(C)

# RECREATIONAL VEHICLE PARK

Definition, **RC 5321.01(I)** 

# REFERENCES

Tenant application, 17:1

### REFRIGERATORS

See APPLIANCES AND FIXTURES, generally

### REMEDIES

Generally, 16:1 to 16:14

Access to premises

Abuse of landlord's right, **5:15**, **16:6**, RC **5321.04**(B)

Refusal to allow access, **16:7**, **RC 5321.05**(**C**)

Attachment, 13:38 to 13:47

Attorney fees, recovery. See ATTORNEY FEES

Avoidance of lease agreements, 2:6, 2:22, 16:1

# REMEDIES—Cont'd

Breach of agreement. See BREACH OF AGREEMENT, generally

Breach of duty. See BREACH OF DUTY, generally

Breach of warranty. See BREACH OF WARRANTY, generally

Constructive eviction, **13:14**, **16:5**, **R**C **5321.15**(**C**)

Damages. See DAMAGES

Defective leases, 2:4

Delivery of possession

Holdover tenant barring possession, **3:14** 

Landlord's failure to deliver, **3:14**, **16:1** 

Discriminatory rental practices, **4:2, 4:7** 

Double damages, security deposit wrongfully withheld, **6:12** 

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

Garnishment, 13:38 to 13:47

History of common law remedies, **1:1** Injunctive relief. See INJUNCTIVE

RELIEF

Nuisances, 3:18, 16:10

Purchase option, enforcement, **15:19**, **16:9**, **22:7** 

Renewal option, enforcement, **15:13**, **16:9** 

Rent delinquency. See RENT, at Delinquency, generally

Rent deposit/withholding. See RENT DEPOSIT/WITHHOLDING

Retaliatory actions by landlord, **16:8**, RC **5321.02**(B)

Security deposit wrongfully withheld, 6:12, 16:13, RC 5321.16(C)

Manufactured home parks, 10:7

Specific performance. See SPECIFIC PERFORMANCE

Student tenants, **6:17**, **RC 5321.07**(**D**)

Unconscionable agreements, 2:6, 16:1

Unenforceable agreements, 16:1

# Waste on premises, 7:7, 16:11 RENEWAL OF AGREEMENT

Generally, **15:1 to 15:13** 

Abandonment of premises, liability for renewal term, **15:11** 

Acceptance, 15:4, 15:9

Collection of rent as acceptance, 15:3

Effect, 15:2

Joint lessees, 15:9

Notice, 15:5, 15:9

Two or more lessees, **15:9** 

Agent's authority, 15:3

RENEWAL OF AGREEMENT—Cont'd	RENEWAL OF AGREEMENT—Cont'd
Assignment of option, <b>15:5</b>	Time limitations, <b>15:12</b>
Automatic renewal, 12:2, 15:11, 16:9	Two or more lessees, <b>15:9</b>
Breach of conditional covenants, <b>15:7</b>	RENT
Breach of option by landlord, 15:13,	Generally, <b>6:1 to 6:17</b>
16:9	Advance payment, <b>6:7</b>
Counterclaim to forcible entry and	Recovery by tenant, <b>6:11</b>
detainer, <b>13:14</b>	See also Recovery by tenant, this
Conditional options to renew, <b>15:6</b>	heading.
Breach of conditions, 15:7	Amount
Extension of lease term, 18:11	Control, <b>6:15</b>
Form, <b>18:10</b>	Increase. See Increase, this heading
Formal requisites, 15:2	Lease/rental agreement provisions,
Holding over as implied renewal, <b>5:14</b> , <b>15:10</b> , <b>16:9</b>	6:4, 18:1, 18:2
Implied agreement, 15:1, 15:9, 15:10	Modification, <b>6:5</b>
Joint lessees, 15:9	Reduction, application for court order,
Landlord's election not to renew, <b>15:8</b>	16:2, 16:6, 22:3, RC
Late exercise of option, 15:12	5321.07(B)(2)
Mutual agreement required, 15:1, 15:4,	Apportionment, <b>6:16</b>
15:6, 15:8	Arrearages. See Delinquency, this heading
Notice of renewal, 12:2, 15:5, 15:9	Assignee collecting, <b>6:3</b>
Number of renewals allowed, 15:5	Attachment to collect, 13:38 to 13:47
Options to renew, 2:4, 15:4 to 15:13	Bankruptcy, tenant's obligation during
Acceptance. See Acceptance, this	assumption or rejection period,
heading	14:9, 14:11
Ambiguous or vague provisions, <b>15:4</b> , <b>16:9</b>	Cash payments, <b>6:9</b>
	Checks as payment, <b>6:9</b>
Assignment, 15:6	Bad check charge, lease/rental agree-
Breach of conditional covenants, <b>15:7</b>	ment clause, 18:2
Breach of option by landlord, <b>15:13</b> , <b>16:9</b>	Collection, <b>6:6, 6:8</b>
Counterclaim to forcible entry and	See also Payment, this heading.
detainer, 13:14	Control, <b>6:15</b>
Clause in lease/rental agreement,	Death of tenant during term of agree-
12:2, 15:4	ment, liability for rent, <b>6:2</b>
Conditional option, <b>15:6</b> , <b>15:7</b>	Definition, <b>5:12</b> , <b>6:1</b>
Conditional options, <b>15:6</b>	Delinquency
Breach of conditions, <b>15:7</b>	Acceptance of back rent payments,
Joint lessees, 15:9	effect on notice to vacate, 5:12
Late exercise of option, <b>15:12</b>	Acceptance of late payments over
Notice of acceptance, 15:5, 15:9	period of time, <b>6:7</b>
Number of renewals allowed, <b>15:5</b>	Attachment to collect, 13:38 to 13:47
Recording, 2:4	Defense of uninhabitability, <b>5:12</b>
Sale of premises, effect, <b>2:4, 15:5</b>	Fair Debt Collection Practices Act,
Specific performance to enforce,	applicability, 13:36
15:13, 16:9	Forcible entry and detainer, grounds
Time limitations, <b>15:11</b>	for, <b>6:2, 13:3, 16:4, RC</b>
Two or more lessees, <b>15:9</b>	1923.02(A), RC 5321.03(A)(1)
Oral agreements, <b>15:2</b> , <b>15:3</b>	HUD assistance payments, effect of
Perpetual renewal, 2:28, 15:5	acceptance as partial payment
Sale of premises, effect, 2:4, 15:5	of rent, <b>6:5</b>
Sublessee's authority to renew, 15:3,	Partial payments, 6:2, 6:5
15:5	Forfeiture of agreement, <b>12:5</b>
Supplemental agreements to renew, <b>15:3</b>	Garnishment to collect, 13:38 to
Terms of agreement, <b>15:3</b> , <b>15:5</b>	13:47

ENT—Cont'd	RENT—Cont'd
Delinquency—Cont'd	Liability for payment, 5:12, 6:2
HUD assistance payments, effect of	—Cont'd
acceptance as partial payment of	Destruction of property. See
rent, <b>6:5</b>	DESTRUCTION OF PROP-
Late charges	ERTY, at Rent payments, liability
Lease/rental agreement clause, <b>18:2</b>	Guarantor, <b>6:2</b>
Waiver, <b>5:12</b>	Holdover tenants, <b>5:14, 16:9</b>
Lock-out provisions in lease/rental	Landlord's duty to repair, 3:7
agreement, <b>2:7</b> , <b>5:12</b> Partial payments, <b>6:2</b> , <b>6:5</b>	Roommate, 11:2
Purchase option, effect on, <b>15:16</b>	Sublease by tenant, 11:2, 11:14, 16:12
Recovery by landlord. See Recovery	Eviction of sublessee, 11:15
by landlord, this heading	Lien of landlord, 6:13
Security deposit applied to, <b>6:10</b> ,	Mailing payments, <b>6:8</b>
6:12, RC 5321.16(B)	Medium of payment, <b>6:9</b>
Unconscionable provisions, 2:6	Mode of payment, <b>6:8</b>
Deposit forms, 21:1 to 21:5	Modification of amount, <b>6:5</b>
Deposit of payment in landlord's	Increase. See Increase, this heading
account, <b>6:8</b>	Reduction, application for court order,
Deposit with court. See RENT	16:2, 16:6, 22:3, RC
DEPOSIT/WITHHOLDING	5321.07(B)(2)
Distress. See Seizure of tenant's posses-	Money orders as payment, <b>6:9</b> New owner
sions to secure rent, this heading	
Failure to pay. See Delinquency, this heading	Method of payment, <b>6:6</b> Right to collect rent, <b>6:3</b> , <b>20:4</b> , <b>20:5</b>
Garnishment to collect, <b>13:38 to 13:47</b>	Nonpayment. See Delinquency, this
Goods delivered by tenant in lieu of rent	heading
payment, <b>6:1, 6:9</b>	Oral agreements
Guarantors, liability for payment, <b>6:2</b>	Modification of rent, <b>6:5</b>
Holiday, rent due on, <b>6:7</b>	Place of payment, <b>6:6</b>
HUD assistance payments, effect of	Partial payments, <b>6:2, 6:5</b>
acceptance as partial payment of	Payment, <b>6:2 to 6:11</b>
rent, <b>6:5</b>	Advance payment, <b>6:7</b>
Increase	Recovery. See Recovery by tenant,
Heating fuel cost increase, due to, <b>6:4</b>	this heading
Improvement costs, to cover, 5:6, RC	Agent, to, <b>6:6</b>
5321.02(C)	Assignee, to, <b>6:3</b>
Operational costs, to cover, <b>5:6</b> , <b>RC</b>	Attachment, 13:38 to 13:47
5321.02(C)	Common law duty, 5:12
Retaliatory action, <b>5:6, 12:4, RC 5321.02(A)</b>	Death of tenant, liability for payment, <b>6:2</b>
Tax increase, due to, <b>6:4</b> , <b>9:9</b>	Delinquency. See Delinquency, this
Unconscionable, <b>5:6</b>	heading
Last month's rent, security deposit applied to, <b>6:10</b> , <b>RC 5321.16</b> ( <b>B</b> )	Deposit in landlord's account, 6:8
Late payments. See Delinquency, this	Duty of tenant to pay rent. See Liability for payment, this head-
heading	ing
Liability for payment, 5:12, 6:2	Eviction, subsequent to, <b>6:2</b>
Appropriation of property, 7:10	Garnishment, 13:38 to 13:47
Assignment by tenant, 11:2, 11:3,	Goods delivered by tenant in lieu of
11:7, 16:12, 18:12, 18:16	payment, <b>6:1</b> , <b>6:9</b>
Back due rent, 11:9	HUD assistance payments, effect of
Condemnation of property, 7:10	acceptance as partial payment of
Death of tenant, <b>6:2</b>	rent, <b>6:5</b>

RENT—Cont'd	RENT—Cont'd
Payment, 6:2 to 6:11—Cont'd	Seizure of tenant's possessions to secure
Landlord's duty to collect rent, <b>6:6</b> ,	rent, 2:7, 5:12, 6:14, 13:25, RC
6:8	5321.15(B)—Cont'd
Lease/rental agreement provisions, 2:7, 5:12	able, <b>13:25, 16:5, RC 5321.15(B)</b>
Liability for. See Liability for payment, this heading	Services by tenant in lieu of rent payment, <b>5:12</b> , <b>6:1</b> , <b>6:9</b>
Mailing payment, <b>6:8</b>	Strike. See RENT DEPOSIT/
Medium of payment, <b>6:9</b>	WITHHOLDING
Mode of payment, 6:8	Sunday, rent due on, 6:7
New owner, collection by, <b>6:3</b> , <b>6:6</b> ,	Time of payment, <b>6:7</b>
20:4, 20:5	Withholding. See RENT DEPOSIT/
Partial payments, <b>6:2</b> , <b>6:5</b>	WITHHOLDING
Place of payment, <b>6:6</b>	RENT CONTROL
Recovery of advance payments. See Recovery by tenant, this heading	Generally, <b>6:15</b>
Refusal by landlord, tenant's protest,	RENT DEPOSIT/ WITHHOLDING
19:4	Generally, 6:17, 16:14, 21:1 to 21:5,
Services by tenant in lieu of payment,	RC 5321.07 to RC 5321.10
5:12, 6:1, 6:9	Abuse of right of entry as grounds, <b>16:6</b>
Time of payment, <b>6:7</b> Place of payment, <b>6:6</b>	Accounts maintained by clerk of court, RC 5321.08
Possession of premises pending execu-	Agreements prohibiting, unenforceable,
tion of agreement, liability, <b>6:2</b>	2:5
Recovery by landlord, <b>6:2, 16:4</b>	Applicability of statute, <b>6:17</b> , <b>R</b> C
Abandonment of premises, 2:13	5321.07(C)
Agent acting in own name, <b>6:3</b>	Application for release of deposited rent,
Assignee, by, <b>6:3</b>	6:17, 16:14, RC 5321.09(A)
Distress. See Seizure of tenant's possessions to secure rent, this head-	Answer and counterclaim by tenant, <b>21:4</b>
ing	Landlord's application, 21:1
Eviction, subsequent to, <b>6:2</b>	Partial release, 21:3
Seizure of tenant's possessions, 2:7,	Tenant's application, 21:2
5:12, 6:14, 13:25, RC 5321.05(B)	Bad faith action by tenant, <b>6:17</b> , <b>16:14</b> , <b>RC 5321.09</b> ( <b>D</b> )
Waiver of right to recover, 12:6	Breach of landlord's duty as grounds,
Recovery by tenant, 6:11	6:17, 16:2, RC 5321.07(A)
Condemnation of property, <b>7:10</b> Destruction of property by act of	Code violations as grounds, <b>3:4</b> , <b>6:17</b> , <b>16:2</b> , <b>RC 5321.07</b> ( <b>A</b> )
nature, 7:3	Costs
Inducement to sign agreement not	Clerk of court's fee, RC 5321.08(D)
fulfilled, 2:25	Court proceedings, RC 5321.09(C),
Reduction of amount	RC 5321.09(D)
Application for court order, <b>16:2</b> , <b>16:6</b> , <b>22:3</b> , RC <b>5321.07</b> (B)(2)	Defense of landlord, <b>6:17</b> , <b>16:14</b> , <b>RC 5321.09</b>
Refusal of landlord to accept, tenant's protest, <b>19:4</b>	Code violations immaterial, 3:4
Right to receive, <b>5:12</b> , <b>6:3</b> , <b>20:4</b> , <b>20:5</b>	Escrow account for rent, RC 5321.08(B)
Roommates occupying premises,	Interest earned, RC 5321.08(E)
liability, <b>6:2</b>	Fee of clerk of court, RC 5321.08(D)
Security deposit applied to, <b>6:10</b> , <b>6:12</b> , <b>RC 5321.16</b> ( <b>B</b> )	Fewer than 3 rental units, statute inapplicable, <b>RC 5321.07(C)</b>
Seizure of tenant's possessions to secure rent, 2:7, 5:12, 6:14, 13:25, RC	Fewer than three rental units, statute inapplicable, <b>6:17</b>
5321.15(B)	Forcible entry and detainer action
Damages and attorney fees recover-	subsequent to deposit, 13:11,

# RENT DEPOSIT/ WITHHOLDING —Cont'd

13:13, RC 1923.06(B)

Grounds for, **6:17**, **16:2**, **RC 5321.07**(**A**) Abuse of right of entry, **16:6** 

Manufactured home parks, 10:8

Interest on deposit, RC 5321.08(E)

Mail, deposit by, 6:17

Notice to landlord, 6:17, RC

5321.07(A), RC 5321.08(A)

Manufactured home parks, **10:8**Waiver of obligation to give notice, **10:3** 

Waiver of obligation to give notice, 3:3, RC 5321.18(C)

Manufactured home park operators, **10:3** 

Partial release of deposited rent, **6:17**, **16:14**, RC **5321.10** 

Application for release, 21:3

Partial repair of premises, 6:17

Release of deposited rent, **6:17**, **16:14**, **RC 5321.09** 

Answer and counterclaim by tenant, **21:4** 

Application for. See Application for release of deposited rent, this heading

Counterclaim or answer by tenant, RC 5321.09(B)

Grounds for, **6:17**, **RC 5321.09**(**A**) Partial release, **6:17**, **RC 5321.10** 

Repair of premises, for, **6:17**, **16:2**, **22:3**, **RC 5321.07**(**B**)

Stipulation and waiver to release, 21:5

Trials, RC 5321.09(B) to RC 5321.09(D)

Repairs, landlord's failure to make, 5:12, 16:2, RC 5321.07(A)

Student tenants, statute inapplicable, **6:17**, **RC 5321.07**(**D**)

Trials on application for release, 16:14, RC 5321.09(B) to RC 5321.09(D)

Wrongful withholding, **6:17**, **16:14**, **RC 5321.09**(**C**), **RC 5321.09**(**D**)

# RENT STRIKE

See RENT DEPOSIT/WITHHOLDING

## **RENTAL AGREEMENTS**

See LEASE/RENTAL AGREEMENTS Assignment. See ASSIGNMENT

Breach. See BREACH OF AGREE-MENT

Forcible entry and detainer proceeding, definition, **RC 1923.01(C)** 

### RENTAL AGREEMENTS—Cont'd

Renewal. See RENEWAL OF AGREE-MENT

Subleases. See SUBLEASES

Termination. See TERMINATION OF AGREEMENT

# RENTAL BROKERS

Fee reduction or modification, 6:5

### RENTERS

See TENANTS

### RENTER'S INSURANCE

Generally, 9:3 to 9:5

## REPAIR OF PREMISES

See also MAINTENANCE OF PREMISES

Access to premises, **5:11** 

See also ACCESS TO PREMISES, generally.

Appliances and fixtures. See APPLI-ANCES AND FIXTURES, at Maintenance and repair

### Contractors

Exhibiting premises to, right of entry, 3:12, RC 5321.05(B)

Liability for injury caused by, 3:7, 3:20, 8:9

Custodian, by; liability of landlord for negligence, **8:8** 

Failure to make repairs, 16:2

Constructive eviction claim, 13:24

Court order to compel repairs, application for, **22:3** 

Liability for injury, 8:4

Termination of agreement, tenant's notice, **19:3** 

Withholding rent, **5:12**, **RC 5321.07**(**A**)

Landlord's duties, 3:7, RC 5321.04(A)(2)

Access to premises. See ACCESS TO PREMISES, generally

Appliances and fixtures, 2:18, 3:9, RC 5321.04(A)(4)

Common areas, **3:8, RC 5321.04**(A)(3)

Common law duties, 3:20

Failure to make repairs. See Failure to make repairs, this heading

Lease provision negating prohibited, 12:6

Negligent repairs, liability for injury, 3:7, 3:20, 8:7 to 8:9

Tax deduction, 9:19

### REPAIR OF PREMISES—Cont'd

Negligent repairs, liability for injury, 3:7, 3:20, 8:7 to 8:9

Notice to landlord of conditions needing repair, 8:6, 19:2, RC 5321.07(A)

Right of entry by landlord, 5:11

See also ACCESS TO PREMISES, generally.

Tenant's duties, 5:13

Ordinary wear and tear, 7:5

### **RE-RENT FEES**

Generally, 6:12

### **RESIDENTIAL PREMISES**

See PREMISES, generally

### **RESTRAINING ORDERS**

Discriminatory rental practices, 4:2

## RESTRICTIVE COVENANTS

Generally, **5:16 to 5:19** 

Assumption of lessee's covenants by assignee, **18:16** 

## RETALIATORY ACTIONS BY LANDLORDS

Generally, 12:4, 16:8, RC 5321.02

Attorney fees, recovery by tenant, 13:14, 16:8, RC 5321.02(B)

Damages recoverable, **16:8, RC 5321.02(B)** 

Defense to forcible entry and detainer, 13:13, 16:8

Eviction. See RETALIATORY EVICTION

Injunctive relief, 16:8

Prohibitions, RC 5321.02(A)

Protest by tenant, 19:5

Remedies, 16:8, RC 5321.02(B)

Rent increase, **5:6**, **12:4**, **RC 5321.02**(**A**)

Services, decrease, **12:4, RC 5321.02(A)** 

### RETALIATORY EVICTION

Generally, 12:4, RC 5321.02(A)

Attorney fees, recovery by tenant, 13:14

Defense, as, **13:13, 16:8, RC 5321.02(B)(1)** 

Passkey, failure to provide to landlord, **5:11** 

Protest by tenant, 19:5

### RIGHT OF ENTRY

See ACCESS TO PREMISES

### **ROOMMATES**

Liability for rent, 11:2

### ROOMMATES—Cont'd

Occupying premises without consent of landlord, **6:2** 

### SAFETY CODES

See HEALTH AND SAFETY CODES

### SALE OF PREMISES

Access to premises to show prospective buyers, **3:12**, **5:11**, **RC 5321.05**(**B**)

Collection of rent by new owner, **6:3**, **20:4**, **20:5** 

Fit and habitable condition, 3:7

Forcible entry and detainer, 12:11

Insurance maintained by tenant, continuation, **9:7** 

Notice that premises under lease, 12:11

Options to purchase, 15:14 to 15:19

Abandonment of option, 15:16

Abandonment of premises, effect, **15:18** 

Assignee's right to exercise, 15:19

Breach of option by landlord, **15:19**, **16:9**, **22:7** 

Counterclaim to forcible entry and detainer. 13:14

Damages recoverable, 15:19

Clause in lease/rental agreement, **15:14, 18:18 to 18:21** 

Construction of option, 15:15

Death of landlord, effect, **15:19** 

Enforcement, 15:19, 16:9, 22:7

Exercise of option, **15:16, 15:17** 

Extension, 15:17

First refusal, form, 15:15, 18:20

Notice of election to exercise option, 18:21

Rent delinquency, effect, 15:16

Specific performance to enforce option, **15:19**, **16:9**, **22:7** 

Tax liability, 9:9

Termination of option, 15:18

Time limitation, 15:16

Recovery of rent by assignee, 6:3

Renewal options, effect on, 2:4, 15:5

Security deposit, liability for returning, **6:12** 

Termination of lease/rental agreement, 12:11

### **SCHOOLS**

Forcible entry and detainer proceeding, definition, RC 1923.01(C)

Premises, definition, RC 5321.01(L)

Tenant's duties, residential premises near a school, obligation of tenant regarding sex offender, RC 5321.051

### SECURITY DEPOSITS

Generally, 6:12, RC 5321.16

Address, forwarding or new address, tenant to provide, **6:12** 

Agent of landlord, tenant providing forwarding or new address to, **6:12** 

Application fees as, 6:12

Cleaning costs, applied to, 6:12

Damages, applied to, **6:12**, **16:11**, **RC 5321.16(B)** 

Deductions, 6:12, RC 5321.16(B)

Failure to provide itemization and notice, **6:12**, **16:13**, **RC 5321.16**(C)

Definition, 6:12, RC 5321.01(E)

Manufactured home parks, 10:7

Double damages, security deposit wrongfully withheld, **6:12** 

Forwarding or new address, tenant to provide, 6:12, 19:6, RC 5321.16(B)

Manufactured home parks, 10:7 Interest, 6:12, 16:13, RC 5321.16(A) Itemization of deductions, 6:12, RC 5321.16(B)

Failure to provide, **6:12**, **16:13**, **RC 5321.16**(**C**)

Last month's rent, applied to, **6:10, RC 5321.16(B)** 

Lease/rental agreement clauses, **6:12**Application to last month's rent, **6:10** 

Liquidated damages clauses in lease/ rental agreements, **6:12** 

Manufactured home parks, **10:7** Multiple tenants, return of partial

Multiple tenants, return of partial deposit when one leaves, **6:12** 

Notice of deductions, **6:12**, **RC 5321.16**(**B**)

Failure to give, **6:12**, **16:13**, **RC 5321.16**(**C**)

Payment implying acceptance of lease/ rental agreements, **2:24** 

Pets. for. 6:12

Receipt clause in lease/rental agreement, 18:1, 18:2

Rent due, deposit applied to, **6:10**, **6:12**, RC **5321.16**(B)

Return of deposit, request for, **19:7**Sale of premises, liability for returning deposit, **6:12** 

Wear and tear, applied to, 6:12

Wrongful withholding, **6:12**, **16:13**, **RC 5321.16**(**C**)

Complaint, 22:4

Counterclaim to forcible entry and detainer, 13:14

### SECURITY DEPOSITS—Cont'd

Wrongful withholding, 6:12, 16:13, RC 5321.16(C)—Cont'd Manufactured home parks, 10:7

## SECURITY OF PREMISES

Landlord's duties, **3:15**Constructive eviction claim, **13:21** 

### **SEIZURE**

Tenant's possessions, to recover rent, 2:7, 5:12, 6:14, 13:25, RC 5321.15(B)

Damages and attorney fees recoverable, 13:25, 16:5, RC 5321.15(C)

### **SELF-HELP EVICTION**

See also LOCK-OUTS, generally
Damages and attorney fees recoverable,
13:25, RC 5321.15(C)
Definition, 13:1
Prohibition, 13:1, 13:25, RC
5321.15(A)

### SERVICE OF PROCESS

Forcible entry and detainer proceedings. See FORCIBLE ENTRY AND DETAINER

## SERVICE PERSONS

Forcible entry and detainer, stay of proceedings for tenant or immediate family member of tenant on active duty, RC 1923.062

### **SEX OFFENDER**

Forcible entry and detainer proceeding, definitions, RC 1923.01(C)

Landlord and tenant, definitions, RC 5321.01(M)

Tenant's duties, residential premises near a school, obligation of tenant regarding sex offender, **RC** 5321.051

# **SIDEWALKS**

Injury caused by, liability, 8:12

## **SIGNATURES**

Assignment by tenants, 11:3 Lease/rental agreements, 2:3, 2:24 Absence of signature, 2:4, 16:1 Agent executing agreement, 2:23, 18:2

## SLIP AND FALL

Liability for injury, **3:7**, **8:6**Failure to repair premises, **8:4** 

### SMOKE DETECTORS

Installation, requirement, 8:6

### **SMOKING**

Breach of quiet enjoyment, as, **3:19**Prohibited by lease/rental agreements, **2:20** 

### **SNOW**

See ICE AND SNOW

### **SOLDIERS**

Forcible entry and detainer, stay of proceedings for tenant or immediate family member of tenant on active duty, **RC** 1923.062

### SPECIFIC PERFORMANCE

Assignment by tenant, enforcement, 11:3, 16:12

Purchase option, enforcement, **15:19**, **16:9**, **22:7** 

Renewal option, enforcement, **15:13**, **16:9** 

## **SPOUSES**

Separated, liability for damage to or destruction of leased premises, **5:7** 

### **STAIRWAYS**

Liability for injury, 8:6

### STATUTE OF FRAUDS

Assignment by tenants, applicability to, 11:3

Lease/rental agreements, applicability to, **2:2, 2:3** 

### STATUTORY EVICTION

See FORCIBLE ENTRY AND DETAINER

## **STOVES**

See APPLIANCES AND FIXTURES, generally

### STUDENT TENANTS

Definition, 12:12

Forcible entry and detainer, 12:12, 13:3, RC 1923.02(C), RC 5321.03(C), RC 5321.031

Remedies for landlord's breach of duty or agreement, **6:17**, RC **5321.07(D)** 

Rent deposit/withholding, applicability, **6:17**, RC **5321.07**(**D**)

### **SUBLEASES**

Generally, 11:11 to 11:16

Assignment as breach of sublease prohibition, 11:5

Assignment distinguished from, 11:2

### SUBLEASES—Cont'd

Assumption of original lease/rental agreement, **11:15** 

Consent of landlord, 2:12, 11:13, 16:12, 18:17

Definition, 11:2, 11:11

Destruction of property by sublessee, liability, **11:16** 

Forcible entry and detainer, applicability to sublessee, 13:20

Illegal activity by sublessee, 12:8

Liability of sublessee, 11:15, 11:16

Refusal by landlord, 2:12, 11:13

Renewal of original agreement, sublessee's authority, **15:3**, **15:5** 

Rent payments, liability, 11:2, 11:14, 16:12

Eviction of sublessee, 11:15

Restrictions, 2:12, 11:12

Waiver, 11:13

Rights of sublessee, 11:16

Termination, 11:16

Waiver of objection, 11:13

### SUITS

See REMEDIES

### **SUMMONS**

Forcible entry and detainer, 13:11, 13:31, RC 1923.06

Improper service as defense, 13:13

### **SUNDAY**

Rent due on, 6:7

## **SUPERINTENDENTS**

See AGENTS, generally

# SURRENDER OF PREMISES

Generally, **5:14**, **12:10** 

## **TAXES**

Generally, **9:1** to **9:22** 

Advertising deductions, 9:13

Cleaning and maintenance deductions, **9:15** 

Deductions, 9:12 to 9:22

Depreciation of property, 9:12

Increase, rent increase due to, 6:4, 9:9

Insurance premium deductions, **9:17** 

Lease/rental agreement provisions, **9:9**, **9:10** 

Legal and other profession fees deductions, **9:18** 

Nonpayment by landlord, effect on tenant, **9:9** 

Option to purchase held by tenant, effect, **9:9** 

Profession fee deductions, 9:18

### TAXES—Cont'd

Repair costs, deduction, 9:19
Supply deductions, 9:20
Tenant's liability for payment, 9:9
Travel deductions, 9:14
Valuation of property, 9:11
Wage and salary deductions, 9:22

# TEMPORARY RESTRAINING ORDERS

Discriminatory rental practices, 4:2

### TENANCY AT SUFFERANCE

Generally, 2:41, 2:42
See also HOLDOVER TENANTS.
Creation, 2:41
Duration and termination, 2:42

### **TENANCY AT WILL**

Generally, 2:38 to 2:40

Creation, 2:38
Duration, 2:39
Possession of premises pending execution of lease/rental agreements, 6:2
Termination, 2:40

### TENANCY FOR YEARS

Generally, 2:31 to 2:33 Creation, 2:31 Duration, 2:32 Termination, 2:33 Notice, 12:2

## TENANT LETTERS

Generally, 19:1 to 19:11

# **TENANTS**

Accommodations request, 19:9
Address, forwarding or new address, tenant to provide, 6:12
Agreement. See LEASE/RENTAL
AGREEMENTS
Application for tenancy, 17:1
Discriminatory rental practices, prohibition and remedies, 4:2, 4:3
Fee as security deposit, 6:12
Assignment. See ASSIGNMENT
Bankruptcy, 14:1 to 14:10
See also BANKRUPTCY, generally.
Collective negotiations, retaliatory actions by landlord, 12:4
Death during term of agreement

Assignment of interest in lease/rental

Rental payments as claims against

agreement, 11:4

estate, 6:2

# TENANTS—Cont'd

Definition, **RC 5321.01(A)**Forcible entry and detainer proceed-

ings, RC 1923.01(C) Student tenants, 12:12, RC 5321.01(H)

**Duties. See TENANT'S DUTIES** 

Forwarding or new address, tenant to provide, 6:12, 19:6, RC 5321.16(B)

Holdover tenants. See HOLDOVER TENANTS

Letters, generally, **19:1 to 19:11**Liability. See LIABILITY
Section 8, notice of termination, **19:11**Student. See STUDENT TENANTS
Subleases. See SUBLEASES

## TENANT'S DUTIES

Generally, **5:1 to 5:19, RC 5321.05**Access by landlord, allowing, **5:11, RC 5321.05(B)** 

See also ACCESS TO PREMISES, generally.

Appliances and fixtures. See APPLI-ANCES AND FIXTURES

Assumption by landlord, **5:12**, **RC 5321.13**(**F**)

Breach of duty. See BREACH OF DUTY

Building codes, compliance, **5:6, RC 5321.05(A)(5)** 

Common law duties, 5:12 to 5:15

Destruction or damaging of premises, prevention, **5:7**, **5:15**, **RC 5321.05**(A)(6)

See also WASTE ON PREMISES, generally.

Drug offenses or controlled substances, violation of state laws involving as grounds for eviction, 5:10, 12:8, 13:3, RC 1923.02(A), RC 5321.04(A)(9), RC 5321.05(A)(9)

Defenses, RC 1923.051(B)

Notice to vacate, 13:5, RC 1923.04(B), RC 5321.17(C)

Service of summons, RC 1923.051(A)

Failure to perform. See BREACH OF DUTY

Health codes, compliance, **5:6**, **RC 5321.05**(**A**)(**5**)

Housing code, compliance, 5:6, RC 5321.05(A)(5)

Ice and snow removal, 5:2

TENANT'S DUTIES—Cont'd	TERMINATION OF AGREEMENT
Maintenance of premises, 5:2, RC	—Cont'd
5321.05(A)(1)	Forfeiture of agreement, 12:3 to 12:5
Appliances, <b>5:8</b> , <b>5:13</b> , <b>RC</b>	—Cont'd
5321.05(A)(3)	Landlord forfeiting agreement, <b>12:4</b>
Manufactured home park residents, 10:5	—Cont'd Retaliatory actions by landlord,
Payment of rent. See RENT, at Liability for payment	12:4, 16:8, RC 5321.02(B)(3)
Quiet enjoyment, preservation, <b>5:9, RC</b>	Tenant forfeiting agreement, 12:5
5321.05(A)(8)	Access to premises refused, <b>16:7</b> ,
Repair of premises, <b>5:13</b>	RC 5321.05(C)
Ordinary wear and tear, 7:5	Breach of duties, 16:3, RC 5321.11
Safety codes, compliance, <b>5:6, RC 5321.05(A)(5)</b>	Illegal use of premises. See ILLE-GAL USE OF PREMISES
School, residential premises near a school, obligation of tenant regard-	Illegal use of premises. See ILLEGAL USE OF PREMISES
ing sex offender, RC 5321.051	Inventory checklist, 20:7
Sex offender, residential premises near a	Landlord's move-out letter to tenant,
school, obligation of tenant, RC	20:6
5321.051	Notice, 12:2, RC 5321.17
Statutory duties, <b>5:2 to 5:11, RC 5321.05</b>	Commercial leases, 2:37
	Foreclosure, <b>19:10</b> , <b>19:11</b> Periodic tenancy, <b>2:37</b> , <b>13:5</b> , <b>20:3</b>
Use of premises, <b>5:16 to 5:19</b> Violation of duties. See BREACH OF	Section 8, <b>19:11</b>
DUTY	Tenancy at sufferance, <b>2:42</b>
Waste disposal, <b>5:3, RC 5321.05(A)(2)</b>	Tenancy at will, <b>2:40</b>
Waste on premises, preventing. See	Tenancy for years, 2:33
WASTE ON PREMISES, generally	Time, miscalculation by tenant, <b>12:2</b>
	Periodic tenancy, 2:37, 20:3
TERM OF AGREEMENT	Permanent leaseholds, 2:30
See LEASE/RENTAL AGREEMENTS	Perpetual leases, 2:30
TERMINATION OF AGREEMENT	Private housing, <b>App B</b>
Generally, 12:1 to 12:12, RC 5321.17	Public housing, <b>App B</b>
Automatic termination, 12:6	Retaliatory acts by landlord, due to,
Bankruptcy, effect	12:4, 16:8, RC 5321.02(B)(3)
Landlord's, <b>14:11</b>	Sale of premises, 12:11 Section 8, 19:11
Tenant's, <b>14:1</b>	Sex offender, residential premises near a
Breach of agreement, 12:3 to 12:5	school, obligation of tenant regard-
Comparison of procedures for private	ing sex offender, RC 5321.051
and public housing, App B	Sublease, 11:16
Condition subsequent clause, 12:6	Surrender of premises, 5:14, 12:10
Conditional limitation clause, 12:6	Tenancy at sufferance, 2:42
Destruction of property, <b>12:9</b>	Tenancy at will, 2:40
Eviction. See FORCIBLE ENTRY AND DETAINER	Tenancy for years, 2:33
Expiration, 12:2	Unconscionable provisions, <b>2:6</b> , <b>12:4</b>
Foreclosures, <b>19:10, 19:11</b>	Wrongful termination, counterclaim to forcible entry and detainer, <b>13:14</b>
Forfeiture of agreement, 12:3 to 12:5	·
Automatic forfeiture, 12:6	TRASH DISPOSAL
Definition, 12:3	See WASTE DISPOSAL
Landlord forfeiting agreement, <b>12:4</b>	TRESPASS
Abuse of right of entry, <b>16:6, RC</b>	Holdover tenants as trespassers, <b>5:14</b> ,
5321.04(B)	16:9
Breach of landlord's duties, <b>16:2</b> , <b>19:3</b> , <b>RC 5321.07(B)(3)</b>	Liability for injury to trespassers, <b>8:11</b> Nuisance maintained by landlord, <b>3:18</b>

### TRESPASS—Cont'd

Roommate occupying premises without consent of landlord, **6:2** 

### **TRIALS**

Forcible entry and detainer. See FORC-IBLE ENTRY AND DETAINER

Rent deposit with court, application for release, 16:14, RC 5321.09(B) to RC 5321.09(D)

### UNDUE INFLUENCE

Counterclaim to forcible entry and detainer, 13:14

Execution of lease/rental agreements, 2:25, 16:1

## VALIDITY OF AGREEMENT

See LEASE/RENTAL AGREEMENTS

### **VENTILATING SYSTEMS**

See APPLIANCES AND FIXTURES, generally

### **VERDICTS**

Forcible entry and detainer proceedings, RC 1923.10, RC 1923.11

### WAIVER

Assignment by tenant, waiver of objection, **11:6** 

Jury trial in forcible entry and detainer proceeding, 13:15, RC 1923.09

Landlord's duties waived in exchange for free or reduced rent, 2:11, 16:1, RC 5321.13(E)

Late fees, 5:12

Rent deposit with court

Release of deposit, 21:1

Right to make deposit, waiver provision in lease agreement unenforceable, 2:5

Restrictions, **16:1**, **RC 5321.13**(**A**)

Sublease, waiver of objection, 11:13

### WARRANTY

Breach. See BREACH OF WAR-RANTY

Habitability. See HABITABILITY, WARRANTY OF

Quiet enjoyment. See QUIET ENJOY-MENT

### WASTE DISPOSAL

Landlord's duties, **3:10, 5:3, RC 5321.04(A)(5)** 

Lease/rental agreement provisions, **2:19**, **5:3** 

Ordinances, **2:19**, **5:3** 

Receptacles

Landlord's duty to provide, **3:10, RC 5321.04(A)(5)** 

Tenant's duty to provide, **5:3**Tenant's duties, **5:3**, RC **5321.05**(A)(2)

## WASTE ON PREMISES

Generally, RC 5321.05(A)(6)

Alterations by tenant, 2:17, 7:6, 7:7

Common law rule, **5:15**, **7:7** 

Damages recoverable, 5:15, 7:7, 16:11

Definition, 5:7, 5:15, 7:7

Forcible entry and detainer, grounds for, 5:15, 16:11

Injunctive relief, 7:7, 16:11

Lease/rental agreement provisions, **5:15**, **18.2** 

Negligence, **5:7**, **5:15**, **16:11** Remedies of landlord, **7:7**, **16:11** 

# WATER SUPPLY

Hot water heater, repair and maintenance, **3:9** 

Landlord's duty to provide, **3:11, RC 5321.04(A)(6)** 

Manufactured home park operators' duty to pay water meter reading charges, **10:4** 

### WITHHOLDING RENT

See RENT DEPOSIT/WITHHOLDING