

**Requesting Repairs should be more than a quick call to the manager
The following information outlines how to request repairs and what to do if they
aren't made**

A letter outlining the needed repairs must first be sent to the landlord. A reasonable time period for corrections to be made, (customarily 30 days unless the condition is threatening the tenant's health) should be stated in the letter. If possible Include photographs of the problems. This letter should be **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** and a copy via regular mail(you may also hand deliver) . Keep a copy of the letter and copies of any pictures sent for your records.

If the landlord doesn't make the repairs as requested, the tenant may do one of the following:

1. **ESCROW RENT PAYMENTS:** Deposit rent with the Clerk of Courts office. For the tenant to exercise this option, **rent must be current** at the time of deposit. The tenant must present the Court with a copy of this letter sent to the landlord outlining the requested repairs, along with the return receipt showing the landlord received the letter.
2. **Request the Court to order the landlord to make the repairs.** The tenant may ask that the rent be reduced until the repairs are made or that rent paid into the escrow account is released to make the necessary repairs.
3. The tenant also has the option to **TERMINATE THE RENTAL AGREEMENT** with no penalty if the landlord fails to remedy the situation. Proper notice must be given.

PLEASE NOTE: These actions cannot be taken against a landlord who owns three or fewer units **and** who informed the tenant of this fact in writing at the time of occupancy.

*See Sample Letters for a sample of **Notice to Remedy Conditions**

OHIO LANDLORD/TENANT LAW

Under the Ohio landlord – Tenant law (Ohio Revised Code 5321.07 (a), you have the right to withhold payment of rent to the landlord under the following circumstances:

1. If the landlord fails to fulfill any obligations imposed on him/her by the Ohio Revised Code 5321.04.
2. If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
3. If the conditions of the premises are such that the tenant reasonable believes that the landlord has failed to fulfill any obligation as required law.

4. If the government agency has found that the premises are not in compliance with building, housing, health, or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of an occupant.

*See sample letters for:

FAILURE TO REMEDY CONDITIONS TENANT TO VACATE UNIT

HELP

You should consult with an attorney on all tenant/landlord matters; if you cannot afford an attorney, but you feel you need legal assistance, you can call:

Medina County Community Legal Aide

1.800.998.9454 Hot Line

Medina County Fair Housing

Medina County Bar Association

Will refer you to a local attorney at a reduced rate

330-725-9794