

A dark gray silhouette of the state of Ohio is centered at the top of the image.

Ohio

Landlord - Tenant Laws Complete Guide



Ohio Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Ohio's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Ohio.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: Security deposits exceeding fifty dollars or one month's rent, whichever is greater, will accrue interest on the excess at a rate of five percent (5%) per year, provided the tenant occupies the premises for six months or more. Interest will be calculated and paid annually by the landlord to the tenant.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: The security deposit, minus any deductions for tenant non-compliance must be returned to the tenant within thirty days after termination of the rental agreement and delivery of possession.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Permitted Uses of the Security Deposit:

What This Means: Money from the security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

Statute Reference: R.C. §5321.16

Effective Date: 11/4/1974

Security Deposit can be Withheld:

What This Means: Money from the security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Written notice of the itemized deductions must be delivered to the tenant together with the amount due within thirty (30) days after the termination of the rental agreement.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Require Written Description/Itemized List of Damages and Charges:

What This Means: Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due within thirty (30) days after the termination of the rental agreement.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: If the landlord fails to comply with the stipulations of this act, the tenant may recover the property and money due him, in addition to the damages in an amount equal to the amount wrongfully withheld. The tenant is also eligible to recover reasonable attorneys fees.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Rent is due according to the terms of the rental agreement.

Legal Statute:

A landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321. of the Revised Code or any other rule of law.

Payment Methods:

What This Means: A landlord and a tenant may include any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321. of the Revised Code or any other rule of law in the rental agreement.

Legal Statute:

A landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321. of the Revised Code or any other rule of law.

R.C. §5321.06

Effective Date: 11/4/1974

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: No statute, but case law permits limited fees if included and specified in the lease.

Legal Statute:

A landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321. of the Revised Code or any other rule of law.

R.C. §5321.06

Effective Date: 11/4/1974

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: Any security deposit in excess of fifty dollars or one month's periodic rent (pre-paid rent), whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more. It shall be computed and paid annually by the landlord to the tenant.

Legal Statute:

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant

together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

R.C. §5321.16

Effective Date: 11/4/1974

Returned Check Fees:

What This Means: If a check has been returned or dishonored for any reason, the collection agency may charge and receive check collection charges at a maximum of thirty dollars or ten per cent of the face amount of the check's value, whichever is greater. They may also charge and receive any fee imposed by a financial institution upon the holder of the check, negotiable order of withdrawal, share draft, or other negotiable instrument that has been returned or dishonored for any reason.

Legal Statute:

(A) If a collection agency has been designated to collect on a check, negotiable order of withdrawal, share draft, or other negotiable instrument that has been returned or dishonored for any reason, the collection agency may charge and receive check collection charges of not more than thirty dollars or ten per cent of the face amount of the instrument, whichever is greater, and may charge and receive any charge imposed by a financial institution upon the holder of the check, negotiable order of withdrawal, share draft, or other negotiable instrument that has been returned or dishonored for any reason.

(B) A collection agency that imposes a check collection charge pursuant to division (A) of this section shall send written notice by regular mail to the debtor at the debtor's last known address or at the address shown on the check or other instrument. The notice shall provide the amount of the check collection charge that has been imposed, and shall state that the debtor is responsible for paying the check collection charge as well as the value of the check or other instrument.

R.C. §1319.16

Effective Date: 8/28/2002

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes, but only under certain circumstances if the landlord fails to provide to fulfill obligations to tenant per Ohio Rev. Code § 5321.04. See statutes.

Legal Statute:

(A) If a landlord brings an action for the release of rent deposited with a clerk of court, the court may, during the pendency of the action, upon application of the landlord, release part of the rent on deposit for payment of the periodic interest on a mortgage on the premises, the periodic principal payments on a mortgage on the premises, the insurance premiums for the premises, real estate taxes on the premises, utility services, repairs, and other customary and usual costs of operating the premises as a rental unit.

(B) In determining whether to release rent for the payments described in division (A) of this section, the court shall consider the amount of rent the landlord receives from other rental units in the buildings of which the residential premises are a part, the cost of operating those units, and the costs which may be required to remedy the condition contained in the notice given pursuant to division (A) of section 5321.07 of the Revised Code.

R.C. §5321.10

Effective Date: 11/4/1974

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute.

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Landlords are not permitted to initiate any act, including exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated.

Legal Statute:

(A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code.

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

(C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.

R.C. §5321.15

Effective Date: 11/4/1974.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes, but only in certain circumstances. See statute. Rental agreements are not allowed to include any stipulations regarding the recovery of any court or legal fees by the landlord or the tenant.

Legal Statute:

(A) No provision of this chapter may be modified or waived by any oral or written agreement except as provided in division (F) of this section.

(B) No warrant of attorney to confess judgment shall be recognized in any rental agreement or in any other agreement between a landlord and tenant for the recovery of rent or damages to the residential premises.

(C) No agreement to pay the landlord's or tenant's attorney's fees shall be recognized in any rental agreement for residential premises or in any other agreement between a landlord and tenant.

(D) No agreement by a tenant to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or its related costs shall be recognized in any rental agreement or in any other agreement between a landlord and tenant.

(E) A rental agreement, or the assignment, conveyance, trust deed, or security instrument of the landlord's interest in the rental agreement may not permit the receipt of rent free of the obligation to comply with section 5321.04 of the Revised Code.

(F) The landlord may agree to assume responsibility for fulfilling any duty or obligation imposed on a tenant by section 5321.05 of the Revised Code, other than the obligation specified in division (A)(9) of that section.

R.C. §5321.13

Effective Date: 8/22/1990

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No notice is required as the lease simply expires.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: The landlord or tenant may terminate or fail to renew a month-to-month tenancy by giving at least thirty days' notice prior to the periodic rental date.

Legal Statute:

(A) Except as provided in division (C) of this section, the landlord or the tenant may terminate or fail to renew a week-to-week tenancy by notice given the other at least seven days prior to the termination date specified in the notice.

(B) Except as provided in division (C) of this section, the landlord or the tenant may terminate or fail to renew a month-to-month tenancy by notice given the other at least thirty days prior to the periodic rental date.

(C) If a tenant violates division (A)(9) of section 5321.05 of the Revised Code and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the residential premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, the landlord shall terminate the week-to-week tenancy, month-to-month tenancy, or other rental agreement with the tenant by giving a notice of termination to the tenant in accordance with this division. The notice shall specify that the tenancy or other rental agreement is terminated three days after the giving of the notice, and the landlord may give the notice whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code. If the tenant fails to vacate the premises within three days after the giving of that notice, then the landlord promptly shall comply with division (A)(9) of section 5321.04 of the Revised Code. For purposes of this division, actual knowledge or reasonable cause to believe as described in this division shall be determined in accordance with division (A)(6)(a)(i) of section 1923.02 of the Revised Code.

(D) This section does not apply to a termination based on the breach of a condition of a rental agreement or the breach of a duty and obligation imposed by law, except that it does apply to a breach of the obligation imposed upon a tenant by division (A)(9) of section 5321.05 of the Revised Code.

R.C. §5321.17

Effective Date: 8/22/1990 .

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: The landlord or tenant may terminate or fail to renew a week-to-week tenancy by giving the other at least seven days' notice prior to the termination date specified in the notice.

Legal Statute:

(A) Except as provided in division (C) of this section, the landlord or the tenant may terminate or fail to renew a week-to-week tenancy by notice given the other at least seven days prior to the termination date specified in the notice.

(B) Except as provided in division (C) of this section, the landlord or the tenant may terminate or fail to renew a month-to-month tenancy by notice given the other at least thirty days prior to the periodic rental date.

(C) If a tenant violates division (A)(9) of section 5321.05 of the Revised Code and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the residential premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, the landlord shall terminate the week-to-week tenancy, month-to-month tenancy, or other rental agreement with the tenant by giving a notice of termination to the tenant in accordance with this division. The notice shall specify that the tenancy or other rental agreement is terminated three days after the giving of the notice, and the landlord may give the notice whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code. If the tenant fails to vacate the premises within three days after the giving of that notice, then the landlord promptly shall comply with division (A)(9) of section 5321.04 of the Revised Code. For purposes of this division, actual knowledge or reasonable cause to believe as described in this division shall be determined in accordance with division (A)(6)(a)(i) of section 1923.02 of the Revised Code.

(D) This section does not apply to a termination based on the breach of a condition of a rental agreement or the breach of a duty and obligation imposed by law, except that it does apply to a

breach of the obligation imposed upon a tenant by division (A)(9) of section 5321.05 of the Revised Code.

R.C. §5321.17

Effective Date: 8/22/1990

Notice to Terminate Lease due to Sale of Property:

What This Means: Landlords must honor the terms of the lease contract regardless or not if the property has been sold. They are not eligible to terminate the agreement early solely because they're selling the property.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Three day written notice is required.

Legal Statute:

(A) Except as provided in division (B) or (C) of this section, a party desiring to commence an action under this chapter shall notify the adverse party to leave the premises, for the possession of which the action is about to be brought, three or more days before beginning the action, by certified mail, return receipt requested, or by handing a written copy of the notice to the defendant in person, or by leaving it at the defendant's usual place of abode or at the premises from which the defendant is sought to be evicted. Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: \"You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.\"

(B) The service of notice pursuant to section 5313.06 of the Revised Code constitutes compliance with the notice requirement of division (A) of this section. The service of the notice required by division (C) of section 5321.17 of the Revised Code constitutes compliance with the notice requirement of division (A) of this section.

(C) If the adverse party in an action under this chapter is a deceased resident of a manufactured home park, the notice required by division (A) of this section shall be left at the premises from which the defendant is sought to be evicted and also shall be sent by ordinary mail to the following persons if their names and addresses are known to the park operator:

(1) If a probate court has granted letters testamentary or of administration for the estate of the adverse party in accordance with Title XXI of the Revised Code, the executor or administrator appointed by the probate court;

(2) The deceased resident's spouse and any other members of the deceased resident's immediate family.

R.C. § 1923.04

Effective Date: 8/22/1990; 2007 HB56 10/18/2007

Notice for Lease Violation:

What This Means: Three day written notice is required.

Legal Statute:

(A) Except as provided in division (B) or (C) of this section, a party desiring to commence an action under this chapter shall notify the adverse party to leave the premises, for the possession of which the action is about to be brought, three or more days before beginning the action, by certified mail, return receipt requested, or by handing a written copy of the notice to the defendant in person, or by leaving it at the defendant's usual place of abode or at the premises from which the defendant is sought to be evicted.

Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: \"You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.\"

(B) The service of notice pursuant to section 5313.06 of the Revised Code constitutes compliance with the notice requirement of division (A) of this section. The service of the notice required by division (C) of section 5321.17 of the Revised Code constitutes compliance with the notice requirement of division (A) of this section.

(C) If the adverse party in an action under this chapter is a deceased resident of a manufactured home park, the notice required by division (A) of this section shall be left at the premises from which the defendant is sought to be evicted and also shall be sent by ordinary mail to the following persons if their names and addresses are known to the park operator:

(1) If a probate court has granted letters testamentary or of administration for the estate of the adverse party in accordance with Title XXI of the Revised Code, the executor or administrator appointed by the probate court;

(2) The deceased resident's spouse and any other members of the deceased resident's immediate family.

R.C. § 1923.04

Effective Date: 8/22/1990; 2007 HB56 10/18/2007 .

Required Notice before Entry:

What This Means: Landlords must provide tenants reasonable notice (presumably 24 hours' of notice) before showing the rental property to potential buyers, unless a shorter timeframe is agreed by both parties.

Legal Statute:

(A) A landlord who is a party to a rental agreement shall do all of the following:

(1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;

(2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;

(3) Keep all common areas of the premises in a safe and sanitary condition;

(4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by the landlord;

(5) When the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;

(6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped

for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;

(7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;

(8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

(9) Promptly commence an action under Chapter 1923. of the Revised Code, after complying with division (C) of section 5321.17 of the Revised Code, to remove a tenant from particular residential premises, if the tenant fails to vacate the premises within three days after the giving of the notice required by that division and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division. Such actual knowledge or reasonable cause to believe shall be determined in accordance with that division.

(10) Comply with the rights of tenants under the Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.

(B) If the landlord makes an entry in violation of division (A)(8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

R.C. §5321.04

Amended by 129th General Assembly File No.138, HB 490, §1, eff. 9/28/2012.

Effective Date: 08-22-1990 .

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: The landlord is permitted to enter into the dwelling unit to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements. Reasonable notice should be given.

Legal Statute:

(A) A tenant who is a party to a rental agreement shall do all of the following:

- (1) Keep that part of the premises that he occupies and uses safe and sanitary;
- (2) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
- (3) Keep all plumbing fixtures in the dwelling unit or used by him as clean as their condition permits;
- (4) Use and operate all electrical and plumbing fixtures properly;
- (5) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
- (6) Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;
- (7) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement;
- (8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;
- (9) Conduct himself, and require persons in his household and persons on the premises with his consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

(B) The tenant shall not unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(C)

(1) If the tenant violates any provision of this section, other than division (A)(9) of this section, the landlord may recover any actual damages that result from the violation together with reasonable attorney's fees. This remedy is in addition to any right of the landlord to terminate the rental agreement, to maintain an action for the possession of the premises, or to obtain injunctive relief to compel access under division (B) of this section.

(2) If the tenant violates division (A)(9) of this section and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division, then the landlord promptly shall give the notice required by division (C) of section 5321.17 of the Revised Code. If the tenant fails to vacate the premises within three days after the giving of that notice, then the landlord promptly shall comply with division (A)(9) of section 5321.04 of the Revised Code. For purposes of this division, actual knowledge or reasonable cause to believe as described in this division shall be determined in accordance with division (A)(6)(a)(i) of section 1923.02 of the Revised Code.

R.C. §5321.05

Effective Date: 8/22/1990 .

Emergency Entry Allowed without Notice:

What This Means: Landlords must provide tenants reasonable notice (presumably 24 hours' of notice) before showing the rental property to potential buyers, unless a shorter timeframe is agreed by both parties.

Legal Statute:

(A) A landlord who is a party to a rental agreement shall do all of the following:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by the landlord;
- (5) When the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;

(6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;

(7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;

(8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

(9) Promptly commence an action under Chapter 1923. of the Revised Code, after complying with division (C) of section 5321.17 of the Revised Code, to remove a tenant from particular residential premises, if the tenant fails to vacate the premises within three days after the giving of the notice required by that division and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division. Such actual knowledge or reasonable cause to believe shall be determined in accordance with that division.

(10) Comply with the rights of tenants under the Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.

(B) If the landlord makes an entry in violation of division (A)(8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

R.C. §5321.04

Amended by 129th General Assembly File No. 138, HB 490, §1, eff. 9/28/2012.

Effective Date: 08-22-1990 .

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Landlords must provide tenants reasonable notice (presumably 24 hours' of notice) before showing the rental property to potential buyers, unless a shorter timeframe is agreed by both parties.

Legal Statute:

(A) A landlord who is a party to a rental agreement shall do all of the following:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by the landlord;
- (5) When the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;
- (6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;
- (7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;
- (8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

(9) Promptly commence an action under Chapter 1923. of the Revised Code, after complying with division (C) of section 5321.17 of the Revised Code, to remove a tenant from particular residential premises, if the tenant fails to vacate the premises within three days after the giving of the notice required by that division and if the landlord has actual knowledge of or has reasonable cause to believe that the tenant, any person in the tenant's household, or any person on the premises with the consent of the tenant previously has or presently is engaged in a violation as described in division (A)(6)(a)(i) of section 1923.02 of the Revised Code, whether or not the tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division. Such actual knowledge or reasonable cause to believe shall be determined in accordance with that division.

(10) Comply with the rights of tenants under the Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.

(B) If the landlord makes an entry in violation of division (A)(8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

R.C. §5321.04

Amended by 129th General Assembly File No.138, HB 490, §1, eff. 9/28/2012.

Effective Date: 08-22-1990 .

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Landlords are not permitted to initiate any act, including the termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated.

Legal Statute:

(A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code.

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

(C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.

R.C. §5321.15

Effective Date: 11/4/1974

Utility Shut-offs Allowed:

What This Means: Landlords are not permitted to initiate any act, including the termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated.

Legal Statute:

(A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code.

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

(C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.

R.C. §5321.15

Effective Date: 11/4/1974

Electronic Notices Allowed:

What This Means: Electronic notices are not permitted.

Legal Statute:

No content available

Quick Reference Guide

Key Ohio Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Ohio.

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Links To Statutes

- [Ohio Rev. Code § 5321.04](#) – Landlord’s obligations
- [Ohio Rev. Code § 5321.05](#) – Tenant obligations
- [Ohio Rev. Code § 5321.07](#) – Failure of landlord to fulfill obligations – remedies of tenant
- [Ohio Rev. Code § 5321.08](#) – Rent deposits – duty of clerk of court
- [Ohio Rev. Code § 5321.09](#) – Failure of tenant to fulfill obligations – remedies of landlord
- [Ohio Rev. Code § 5321.10](#) – Release of part of rent
- [Ohio Rev. Code § 5321.11](#) – Failure of tenant to fulfill obligations – remedies of landlord
- [Ohio Rev. Code § 5321.13](#) – Terms prohibited in rental agreement

- [Ohio Rev. Code § 5321.16](#) – Procedures for security deposits
- [Ohio Rev. Code § 5321.17\(C\)](#) – Termination of tenancy
- [Ohio Rev. Code § 5321.17](#) – Termination of tenancy
- [Ohio Rev. Code § 5321.18](#) – Requirements for disclosing landlord's name and address
- [Ohio Rev. Code § 5321.051\(A\)\(2\)](#) – Eviction of tenant allowing sex or child victim offenders to occupy premises near school, child care facility
- [Ohio Rev. Code § 1319.16](#) – Check collection charges
- [Ohio Rev. Code § 1923.01\(A\)](#) – Jurisdiction in forcible entry and detainer – definitions
- [Ohio Rev. Code § 1923.02\(A\)\(9\)](#) – Persons subject to forcible entry and detainer action
- [Ohio Rev. Code § 1923.02](#) – Persons subject to forcible entry and detainer action
- [Ohio Rev. Code § 1923.04\(A\)](#) – Notice – Service
- [Ohio Rev. Code § 1925.02\(A\)\(1\)](#) – Jurisdiction
- [Ohio Rev. Code § 2305.06](#) – Contract in writing
- [Ohio Rev. Code § 5321.06](#) – Rental agreement terms
- [Ohio Rev. Code § 5321.15](#) – Acts of Landlord Prohibited if Residential Property Involved
- [Ohio Rev. Code § 5321.02](#) – Retaliation