

**REGULAR COUNCIL MEETING  
February 25, 2025**

**PRESIDING:** Mayor Wilson

**PRESENT:** Temple, Darcy, Cox, Hiner, Donnalley, Smith & Beech

**ABSENT:**

The regular meeting on February 25, 2025, was called to order at 6:30 with Mayor Wilson presiding.

Pastor Brian Davis Nazarene Church opened the meeting with prayer followed by the Pledge of Allegiance.

**MINUTES' REGULAR MEETING FEBRUARY 11, 2025**

Hiner made the motion to approve the minutes of the 2/11/25 regular meeting with a correction to the dollar amount the general fund is down from 2024 from the \$71,000.00 to \$145,115.20 in the section under rental property regulations.

Darcy 2<sup>nd</sup>

All Ayes  
Motion Passed

**APPROVAL OF BILLS**

Darcy made the motion to approve the bills in the amount of \$33,068.81 and PPE 2/15/25 in the amount of \$64,272.16

Temple 2<sup>nd</sup>

All Ayes  
Motion Passed

**GUEST (S):**

Prior to the guest speaking, the mayor reminded everyone of the three-minute time limit.

The following guest were present and signed into to speak on the property rental regulations, each listed had the same to say as previous meetings, adding a few other points, in addition to the marijuana moratorium.

Tom Ketchum also spoke on the marijuana moratorium citing HB 56 and revenue allocation. Mayor Wilson said with the regulations in place there is no area in the village where one could be approved. Jessie Ketchum mentioned the sewer in the basement of the rental Mayor Wilson continues to use as a reason, Mr. Ketchum also knows of a commercial building where the same things happens. He also said he believes there is a mandate in the Ohio Revised Code stating if you know of this kind of situation you are required to report it to the health department, Mayor Wilson said the health department is not allowed to enter homes. Brian Brown said he hoped the village made the right decision on the marijuana moratorium. He also read a prepared statement on the ideas for the rental property regulations asking it to be part of the minutes. The letter will be attached to these minutes as exhibit A. Donna St Clair questioned how long an owner/tenant does who is in violation have to rectify the citation, Mayor Wilson said that has not been determined yet. Jessie A Ketchum read from a prepared statement also, citing sections of the ORC code effective 2012, with failure to fulfill effective 1994. The current village ordinance 2047-2019 mentions the same items, he believes this ordinance would work. He also mentioned he feels like this new proposed regulation is a stepping stone to include private homeowners is the village ready for this? Stevie Halverstadt is still in full support of the Mayor's proposed ordinance. Joe Vitico is in support of the ordinance also as a realtor he feels this ordinance if fair to tenants and surrounding property owners. He explained how surrounding property conditions affect property values. Joe Morenz said he is against having a marijuana dispensary in the village and there sure is enough room on SR 154. He asked if the rental property regulation requires proof of insurance, to which Mayor Wilson said it does. Tammy Wilson read a prepared statement on her feelings about the home with the sewer back up and how she hopes it is fixed. Donna Shuman is in support of the marijuana moratorium, giving her reasons why. Frank

Delligatti said he is in favor of an inspection of rental properties if there is a way to hold tenants responsible for the damage they may have caused in one of his properties. He also suggested the village consider putting the water/sewer in the tenants name.

Mayor Wilson invited Logan Foor to speak who had arrived after the meeting started on an issue with speeding on E Chestnut St. Mr. Foor explained how he lives on E Chestnut St near the school and there is a lot of speeding in the area and feels that something needs to be done about this included to but not limited to setting speed traps. Council woman Temple interjected the same happens on Pine and High near the high school. Mr. Foor had told the mayor he called the police department about the issue, Council President Hiner ask if the mayor ask Chief Abraham about this, to which the mayor said he did not. Chief Abraham asked if he could speak about this when he was told he could. He apologized to Mr. Foor for what he was about to say, saying if this had been brought to the police department and not an open meeting it could have been avoided. Chief Abraham said Mr. Foor has not called the police department because there are records of all calls and he is not one of them. He then stated Mr. Foor you are one of the worst offenders on E Chestnut, being warned by the police department and even dismissed from the Lisbon Fire Department for speeding in a school zone. Chief Abraham also addressed both Mayor Wilson and Council woman Temple saying they could have both managed the situation differently on their Facebook post, instead of inviting him to a council meeting they could have addressed this downstairs. The mayor said if someone tells me they called the police, and nothing has been done I will tell them to come to a council meeting. The chief cited some of the numbers from the 2024 police report given at the last meeting, including the department making 1925 traffic stops last year that averages 160 a month saying this is what you could have said on Facebook supporting the police department. Chief Abraham than asked Council man Cox where did we just pick you up for speeding, to which Mr. Cox said E Chestnut St. The school resource officer is in each school zone everyone day doing traffic along with other school resource officer duties.

**OLD BUSINESS:**

**RE: 2025 CHIP AND SEAL**

Street Supervisor Oliver reported to council after speaking with the county all cost are expected to be up by 10% for chip and seal. He is proposing the alley behind village hall from W Chestnut St to where it dead ends and the alley which runs east and west from the N Market/Jerome St intersection to Beaver St be chip and sealed in 2025. He estimates the cost to be less than \$20,000.00 including any preparatory work needed prior to chip and seal.

Donnalley made the motion to allocate \$20,00.00 from the street operating fund for chip and seal with preparatory work.

Temple 2<sup>nd</sup>

All Ayes  
Motion Passed

Mr. Oliver will prepare the worksheet for the county as required for the program.

**RE: INTERN UPDATE**

Mayor Wilson said Ms. Emmerling was not able to attend the meeting this evening, she will be at a future meeting to report to council what she has been doing.

**RE: RENTAL PROPERTY REGULATIONS**

Council had a committee of the whole meeting on February 21<sup>st</sup>, it was decided to move this topic to a smaller committee in hopes something could be done. The public safety committee will meet March 8, 2025 at 9:00 am.

**RE: OHIO BUDGET PROPOSAL**

Mayor Wilson reported he has spoken with our State Representative who said the deadline to submit for items is March 14<sup>th</sup>. He also said the sidewalks that were mentioned for the area around the post office there are grants available later in the year. The suggestion was to put in for street department equipment.

Hiner made the motion to submit for the Ohio Budget a proposal for street department equipment.  
Smith 2<sup>nd</sup>

All Ayes  
Motion Passed

**RE: LIFEGUARD APPLICATION UPDATE**

The parks committee will start interviewing in March or April, there are currently 7 received applications.

**RE: MARIJUANA MORATORIUM**

The current moratorium expires this month that was put in place last year.

Hiner made the motion to continue the moratorium permanently and have a new ordinance prepared for the next meeting.

Darcy 2<sup>nd</sup>

All Ayes  
Motion Passed

Solicitor Beech will prepare the new ordinance.

**NEW BUSINESS**

**RE: LEPPER LIBRARY STORY STROLL REQUEST**

The library was present to ask the village to consider allowing them to install a permanent story trail along the walking path at the Cedar St park. She explained the different options available for material to hang the stories. The library will pay for and maintain the story trail if approved. This was put to the parks committee for review. In the meantime, the library would like approval for a temporary story trail along the walking path from June 2-9, 2025. The parks committee scheduled a meeting for March 6<sup>th</sup> 5:30 pm.

Hiner made the motion to approve the temporary story trail as requested.

Cox 2<sup>nd</sup>

All Ayes  
Motion Passed

**RE: CEMETERY BOARD VACANCY**

The cemetery board received 7 or 8 letters of interest for the vacant seat with Gene Krotky's resignation Chair Jim Landfried reported. The board is recommending John Wolfe for the vacant seat.

Cox made the motion to appoint John Wolfe to the vacant seat on the cemetery board.

Hiner 2<sup>nd</sup>

All Ayes  
Motion Passed

Mr. Wolfe, who was present, thanked council for their support, saying he is looking forward to serving.

**RE: ZONING COMMITTEE MEETING**

Zoning Inspector Barkley ask those on the committee and anyone who has participated in the virtual meetings for the zoning rewrite to comprise a list of items they would like to discuss for the changes. He believes by starting with

the committee first the process may move forward quicker. A zoning committee meeting was scheduled for March 24<sup>th</sup> at 5:30 pm.

#### **RE: STREET DEPARTMENT EQUIPMENT PURCHASE**

Street Supervisor Jim Oliver presented to council several pieces of equipment available for sale at the annual Kiko Consignment auction, the bidding ends Wednesday the 26<sup>th</sup> evening. After some discussion it was decided that some of the equipment prices are higher than wanted. There was discussion about the Bomag 3000 pound roller. Council President Hiner expressed her concerns of purchasing used equipment, there always seems to be repair cost after it is purchased. She is in favor of purchasing a new roller with the same specifications as the one rented in 2024 saying the cost is around \$23,000.00. Mr. Oliver said he did not like the one rented because it was not big enough, it took too long to roll the areas being patched. The 3000 punt is better for what they need to do. After some discussion about the two rollers.

Donnalley made the motion to approve up to \$5,000.00 and the 10% buyer fee to purchase the roller at the Kiko Consignment sale as presented from the street operating fund.

Temple 2<sup>nd</sup>

All ayes expect Hiner who vote no, without a roll call vote  
Motion Passed

#### **FISCAL OFFICER'S REPORT**

The following financial statements were distributed to the council during the meeting, February month end fund summary. All vouchers were prepared and signed by the council prior to the meeting.

#### **STREET DEPARTMENT REPORT**

Vehicle and work reports were submitted to the council in their packets.

#### **FIRE DEPARTMENT REPORT**

Council man Cox said he would like for members of council to think about the possibility of purchasing the building for sale at the corner of S Jefferson and E Washington St beside the current fire department. The cabinet company has moved out and he feels it could be a worthwhile investment for the village with a current listing price of \$220,000.00. If permitted, fire levy could be used for the purchase if used for the fire department. The levy will be reviewed to determine if this is a permitted purchase.

#### **POLICE REPORT**

Chief Abraham reported there will be some policy updates presented at the next meeting for approval. He also would like to have approval to get cellphones for the supervisors and dispatch. There was an instant when the phone lines went down on the Webex, dispatch was unable to make or receive calls, the outage also affected the sheriff's department. There was some discussion on the phones and carriers with it being decided with the money that will be saved from the AT&T switch, it could be done.

Hiner made the motion to approve the requested cellphones for the police department.

Donnalley 2<sup>nd</sup>

All Ayes  
Motion Passed

#### **CEMETERY REPORT**

Chairman Landfried reported the department is starting to prepare for the upcoming mowing season and Memorial Day weekend.

**BPA REPORT**

Chairman Bill Hoover reported gas and electric for the booster station are being worked on. He also wanted to publicly say how easy it was to work with the Fairboard for the needed easement, they were very cooperative during the entire process. The proposed water line loop extension as part of the NE Pressure project is still in the planning stage. The board is looking for letters of support for this portion of the project, the board sent letters to residents in the area asking for their support. The board also ask if council would submit a letter prior to the deadline of March 7<sup>th</sup>. Council agreed to do a letter of support with Council President Hiner signing the letter.

**ZONING APPLICATIONS**

Zoning Inspector Barkley mentioned that since the village was going to do cellphones for the police department if he could have a cellphone for zoning instead of using his personal cellphone. He also said he has been talking with Ms. Wonner about a laptop issued to him from the village instead of using his personal laptop. After some discussion and the implications of public records both were determined to be good practice with the zoning office not being located at village hall.

Hiner made the motion to add one more line to the police department cellphone account.

Donnalley 2<sup>nd</sup>

All Ayes  
Motion Passed

Hiner made the motion to purchase a laptop through the county for the zoning department.

Temple 2<sup>nd</sup>

All Ayes  
Motion Passed

**MISCELLANEOUS**

Mayor Wilson reported a meeting will be held on the 27<sup>th</sup> here at village hall for fireworks in the village. He said the fireworks if done will be all volunteer and not the responsibility of the village.

With nothing further to come before the council, Mayor Wilson adjourned the February 25, 2025 meeting at 7:57 pm.

\_\_\_\_\_  
Mayor Peter Wilson

**ATTEST:**

\_\_\_\_\_  
Tracey Wonner, Fiscal Officer

A Common Sense and Fair Proposal for the Whole Town

February 25, 2025

Dear Council and Mayor,

For the past several weeks we have had meetings about the new proposal for rental properties. There hasn't been much common ground, except that we all agree some properties need to be fixed up. We also agree that some landlords need to be held responsible for poor living conditions. We know there is already quite an extensive amount of regulations that have been written for landlords and tenants according to the Ohio Revised Code. Let's examine what we have and build on it. Here are my suggestions for a fair and balanced improvement with our housing situation in town.

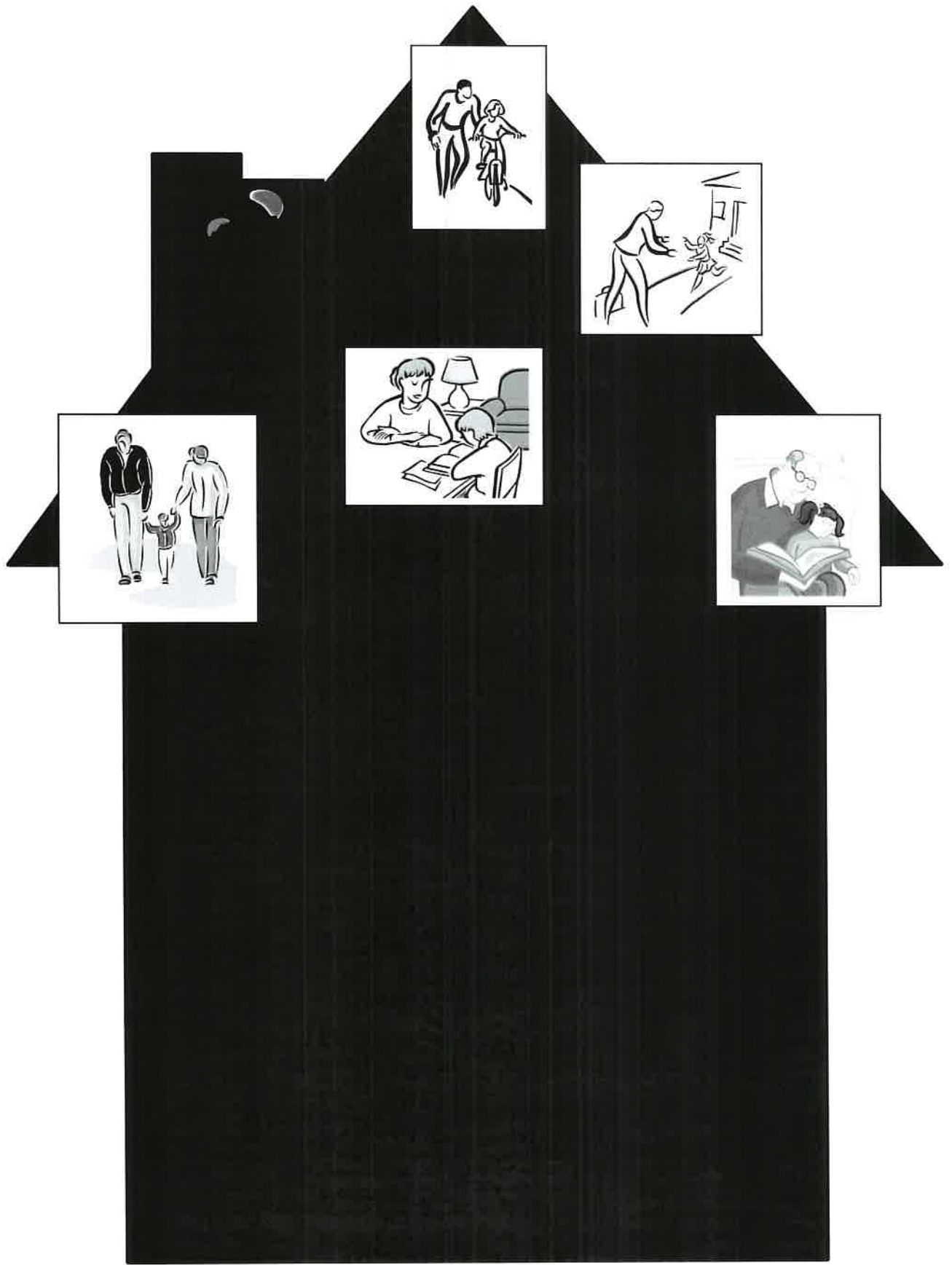
First, you do not need two sets of regulations, one for landlords and one for homeowners. We need to write a fair zoning law that benefits the whole town. Let's put some framework to this law. What we do is take the rules we already have, and we can appoint a person that is certified in housing inspections to carry out the existing rules. Next, we have to figure out how to pay for this individual's salary. It is only fair that every residency participates in paying a \$35 registration fee. There are 1322 such places in Lisbon according to the last census. This would generate \$46,270, which is more than enough to do the job. For example, a zoning inspector working 20 hours a week at \$20 an hour is \$400 a week. This makes a nice part time job at \$20,800 a year. Then we need the call-in line to help the tenants to express concerns about conditions in a rental. We will also give the inspector the power to write citations after a warning. This too would generate revenue.

Here are the perks of the action:

1. You would not have to write new laws, just enforce the ones you have. Following the Ohio Revised Code reduces the chances of being sued.
2. It will upgrade the rental and private properties. Is that not what we want to do?
3. We will also have money left over to help widows or the elderly with small outside repairs. We could ask Habitat for Humanity to partner with us. Then we all become part of the solution and help one another as we should. We could put back 5 to 10% in this fund.
4. The inspector could work with government agencies to help the tenants and landlords, such as Community Action, Mental Health, Job and Family Services, and MCTA.
5. The overall result will be that the inspector is a friend, not an enemy. This is because every house that is brought up to code will be able to become a Section 8 house if they choose. The tenant would pay a smaller monthly fee and the landlord would qualify for a larger amount of rent.
6. By registering the individuals that live in each home, it will help make sure everyone is paying their Village taxes, help the police department to know who is living in each home, and the fire department will know how many occupants are living in a dwelling in the event of a fire. This information would be kept private just between these departments.

In closing, this is a win/win. The private property housing will improve, the rental property will improve, Village Council will be praised in the long run, and the Mayor will also be helping his constituents.

God Bless and Peace to You All,  
Pastor Brian Brown



## **INTRODUCTION**

The Ohio Tenant-Landlord Law, effective November 4, 1974, applies to most landlord-tenant relationships and governs most rental agreements whether oral or written. This brochure is designed to help you understand your rights and responsibilities under this law. IT IS NOT INTENDED TO PROVIDE DEFINITIVE LEGAL ADVICE. WE HOPE THAT YOU WILL READ IT CAREFULLY AND USE IT AS A GUIDE FOR BETTER TENANT-LANDLORD RELATIONS.

None of the rights, remedies or obligations which the tenant or the landlord has under this law may be taken away by any written or oral agreement. The law has no provisions for rent control. A landlord can still raise a tenant's rent unless the tenant is a resident of subsidized housing or has a written agreement stating the amount of rent for a certain period of time.

This brochure contains only the State Law and does not include different city ordinances which may add to local tenant-landlord legislation in those municipalities which have them.

## **THE LANDLORD'S DUTIES**

The landlord must:

1. Comply with requirements of any building, housing, health or safety codes which 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 the common area of the building safe and sanitary;
4. Provide trash and waste receptacles if there are four or more apartments in the building;
5. Supply running hot water, a reasonable amount of hot water, and reasonable heat at all times;
6. Give tenant reasonable notice of intent to enter into tenant's apartment and enter only at reasonable times;
7. Provide tenant with the name and address of landlord and agent, if any, in writing, at the beginning of tenancy;
8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good, safe working condition, when these things are supplied or required to be supplied by the landlord;
9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.



## **THE TENANT'S DUTIES**

The tenant must:

1. Keep the premises safe and sanitary;
2. Keep premises free of trash and garbage;
3. Use and operate all electrical and plumbing fixtures properly;
4. Comply with the requirements imposed on tenants by applicable housing, health and safety codes;
5. Allow the landlord or agent to enter the apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or agent has given reasonable notice;
6. Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises;
7. Not act in a manner that will disturb any neighbor's peaceful enjoyment of the premises.

## **RETALIATORY EVICTION**

A landlord cannot retaliate against a tenant by increasing rent or decreasing services, or evict the tenant from the premises because:

1. The tenant has made a complaint to the appropriate City or County Department about conditions in the apartment or rental unit which might not be in compliance with health, housing, or fire codes, and which conditions materially affect the health and safety of the tenant, and were not caused by the tenant;
2. The tenant makes a general complaint to the landlord about violation of tenant-rights;
3. The tenant joins, organizes or participates in a tenant's union or resident's council.

If the landlord is found to have retaliated for any of the above reasons, the tenant may recover actual damages and attorney fees.

Even if the tenant claims "retaliation" the landlord may still evict the tenant if:

1. The rent is overdue;
2. There are code violations caused by the renter or tenant's visitor or guest;
3. The lease or rental agreement has expired;
4. The apartment is ordered evacuated for repairs or declared condemned to be torn down.

## **REMEDIES AGAINST RETALIATION**

If being evicted and landlord retaliation is suspected, the tenant may:

1. Use the retaliatory action of the landlord as a defense in an eviction;

2. Bring a civil lawsuit against the landlord when a landlord uses a self-help eviction or acts of retaliation;
3. Sue for damages and attorney fees;
4. Terminate the rental agreement or lease contract.

### **LEGAL ACTION BY A TENANT**

If the tenant reasonably believes that the landlord has not fulfilled his duties or that the premises have code violations affecting the health and safety of occupants, the tenant may notify the landlord about the conditions and request that they be corrected. The written notice must be sent to the person or place where the tenant usually pays rent.

If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending upon the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may:

1. Deposit all rent with the Clerk of the Municipal or County Court having jurisdiction (there is a \$10 fee and the Court will schedule a hearing with a referee);
2. File a law suit requesting a rent reduction until the necessary repairs are made (and gain the Court's permission to use withheld rent to make repairs); or
3. Terminate the lease or rental agreement.

NOTE THAT THESE ACTIONS CANNOT BE TAKEN AGAINST A LANDLORD WITH THREE OR FEWER ACTUALLY RENTED DWELLING UNITS WHO INFORMS THE TENANT IN WRITING OF THAT FACT AT THE TIME THEY MAKE THEIR RENTAL AGREEMENT.

### **RENT WITHHOLDING**

The law allows the tenant to legally withhold rent under certain conditions involving the Court. By depositing rent with the Court, the tenant forces the landlord to take some action to recover rent money. The landlord must repair the conditions and apply to the Court for an order releasing the rent. If the landlord brings a legal action, the tenant has the right to defend and sue for damages, but this is not an eviction action.

The tenant should SEEK LEGAL ASSISTANCE to file a claim for rent reduction or for use of the money for repairs.

A landlord cannot legally raise the rent, decrease his services or bring or threaten to bring an eviction action against a tenant merely because of complaints.

Any landlord whose tenant has deposited rent with the Clerk of Courts may request that the Court release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied.

The Court also may release the rent on the grounds that the tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts, the landlord did not violate responsibilities imposed by the rental agreement or by any building, housing, health or safety codes, or because the tenant did not give notice correctly. The Clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

During any court action the Court may release withheld rent to the landlord to pay interest and principle on a mortgage, insurance premiums, real estate taxes, repairs, and operating costs for the premises.

If the Court finds that the condition about which the tenant complained in the notice was caused by the tenant and that the tenant deliberately acted in bad faith, the tenant will be liable for damages caused to the landlord and for court costs and attorney fees.

#### **LEGAL ACTION BY LANDLORD**

If a tenant violates any of the tenant duties or obligations, the landlord can recover actual damages and attorney fees, terminate the rental agreement, and seek eviction or injunctive relief to gain entrance to the apartment if reasonable access was denied by the tenant.

When the tenant's activities affect the health and safety of the premises, the landlord must give 30 days to correct the problem, and may then terminate the rental agreement through the usual court eviction procedures.

#### **EVICITION PROCESS**

A landlord or owner wishing to evict a tenant for breach of the rental agreement must notify the tenant to leave the premises three days or more before beginning court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence. In most other cases, except those dealing with drugs, the landlord must give the tenant 30-days notice of termination, prior to giving the 3-day notice.

#### **DRUGS IN HOUSING**

In 1990, the Landlord Tenant Act was amended. A landlord is now required to start an eviction action against a tenant if the landlord has actual knowledge or "reasonable cause to believe" that the tenant, any member of the tenant's household or any person on the premises with the consent of the tenant is engaged in or engaged in the past in a violation of a criminal law involving controlled substances. A landlord has "reasonable cause to believe" drug activity is occurring if a valid search warrant has been issued, the controlled substance described in the search warrant was found during the search and the landlord was later informed about the situation by the police. An eviction action must be

started whether or not the tenant or other person is charged with or ever convicted of a criminal offense. This provision also applies even if the other person is a delinquent child or guest of the household.

In order to evict a tenant alleged to be involved in drug activity, written notice to terminate the tenancy must be given to the tenant by the landlord. However, the landlord only needs to give the tenant a three day notice. The landlord must still go through court proceedings before a tenant may be lawfully evicted. Again, special rules apply to drug cases in court. For instance, a continuance of the trial date is not permitted even if the landlord wants a postponement.

The amendments cover a wide variety of drugs and activities. A tenant may be evicted if the drug involved is marijuana, cocaine or some other illegal drug. There is also no distinction made between the use, possession or sale of drugs. Use, possession or sale of drugs by a household member or guest in the rental unit can result in eviction.

### **EVICITION NOTICE**

Every notice given by a landlord to recover properties or premises from a tenant shall contain language printed or written in an obvious manner as follow: 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.

The summons in a court action will be mailed or served on the tenant. It explains the time and place of trial, and must be given to the tenant five days before the day of the court hearing.

### **COURT SUMMONS**

Every summons or subpoena given to a tenant for Court eviction action should be printed or written in the following manner: A COMPLAINT TO EVICT YOU HAS BEEN FILED WITH THIS COURT. NO PERSON SHALL BE EVICTED UNLESS HIS RIGHT TO POSSESSION HAS ENDED AND NO PERSON SHALL BE EVICTED IN RETALIATION FOR THE EXERCISE OF HIS OR HER LAWFUL RIGHTS. IF YOU ARE DEPOSITING RENT WITH THE CLERK OF THIS COURT, YOU SHALL CONTINUE TO DEPOSIT SUCH RENT UNTIL THE TIME OF THE COURT HEARING. THE FAILURE TO CONTINUE TO DEPOSIT SUCH RENT MAY RESULT IN YOUR EVICTION. YOU MAY REQUEST A TRIAL BY JURY. YOU HAVE THE RIGHT TO SEEK LEGAL ASSISTANCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY CONTACT YOUR LOCAL LEGAL AID OR LEGAL SERVICE OFFICE. IF NONE IS AVAILABLE, YOU MAY CONTACT YOUR LOCAL BAR ASSOCIATION.

If the tenant has any defense to the eviction action, or any claim against the landlord, the tenant should consult with an attorney before the Court hearing.

There are many legal defenses to an eviction, which cannot be explained in this booklet. Also, tenants have the right to a trial by jury. The tenant may present defenses at the Court hearing without filing a written answer. However, it is best to file a written answer, if possible. A demand for a jury should also be in writing.

In addition to any defense you as a tenant may have, you may counterclaim for injury and damages to you or your property caused by a breach of legal duties or obligations under the rental agreement or under the law. If you do counterclaim and the amount of the damages you are awarded on the counterclaim is equal to or greater than the amount of rent due, you cannot be evicted.

The Court may order you to pay into Court all or part of the past due and future rent. If the amount paid into Court plus damages you are awarded on your counterclaim are greater than, or equal to the fair rental value decided by the Court, you cannot be evicted.

Usually if the Court rules in the landlord's favor at the original hearing and the tenant is not off the property within ten days, then the Court authorizes a bailiff or sheriff to remove the tenant's possessions or furnishings from the apartment onto the street.

THE TENANT SHOULD SEEK LEGAL ASSISTANCE IF A COMPLAINT, EVICTION NOTICE, OR COURT SUMMONS IS RECEIVED.

### **LOCKOUTS AND UTILITY SHUT-OFFS**

The landlord may not move a tenant's furniture from the apartment, lock a tenant out or threaten any unlawful act, including utility shut-off to force the tenant to move. The landlord can only evict after a Court hearing and with a lawful court order, or the landlord risks liability to the tenant for all damages and reasonable attorney fees. Even after a legal eviction, the landlord has no right to keep the tenant's property.

### **TENANT'S UNION**

A tenant may not be evicted or have his rent raised for joining, participating in, or organizing a tenant's organization.

### **SECURITY DEPOSIT**

At the end of a lease and within 30 days after a tenant moves out of the apartment, the landlord or agent must return the security deposit. If less than all of the money is returned, the landlord must give the tenant a written statement of how the money not returned was spent.

The security deposit may be used to pay for any damages the tenant makes to the apartment and any past due rent owed to the landlord. It may not be used to pay for "reasonable wear and tear" (normal wear that happens from day-to-day use of the apartment).

If the landlord does not return a tenant's security deposit within 30 days, the tenant can sue for twice the amount wrongfully withheld plus attorney fees, provided the tenant gives the landlord a forwarding address in writing, or an address to which the amount due can be sent.

If the landlord requires a security deposit in excess of fifty dollars or one month's rent (whichever is greater) and the tenant resides on the premises more than six months, the landlord must pay interest on the excess amount to the tenant at the rate of 5% per year.

#### **TERMINATION OF TENANCY**

If you are a month-to-month tenant, either you or the landlord may end your tenancy by giving the other at least 30-days prior notice. If you are a week-to-week tenant, either you or your landlord may end your tenancy by giving the other at least seven days prior notice.

## **Chapter 5321 Ohio Revised Code**