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GUIDE TO HOUSING

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ABOUT

Fair Housing Resource Center, Inc.

The Fair Housing Resource Center, Inc. (FHRC) is a 501(c)(3) non-profit organization that offers several housing programs that benefit residents of Lake County, Ohio and surrounding communities. The mission of Fair Housing Resource Center is to promote equal housing opportunities for all persons and to advocate for fair housing and diversity in Lake County and surrounding communities through the education and involvement of the public, the governments, and the business community.

FHRC operates a fair housing intake complaint service for victims of housing discrimination. FHRC is a Housing Counseling Agency certified by the U.S. Department of Housing and Urban Development and provides homeownership counseling such as foreclosure prevention, predatory lending, home financing and repairs.



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INTRODUCTION

The purpose of the **Guide to Housing** is to assist tenants, homeowners, homeseekers and housing professionals with the basic understanding of general Ohio Landlord Tenant Law, as well as an understanding of the Fair Housing Act.

This guide offers a comprehensive, easy-to-follow outline of:

- Landlord/tenant rights and obligations, and
- Fair housing education.

This Guide, is to be used as an educational resource and is not intended to provide legal advice. This guide is intended to help provide some basic education on housing matters so you may have a better understanding of your housing rights.

If you do need legal assistance, please contact Fair Housing Resource Center, Inc., your local Bar Association or contact a private attorney.

If you are facing an eviction, repair issue or are a victim of housing discrimination, please contact our office at 440-392-0147.

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RENTING

RENTING: THE BASICS

Renting

While it might seem intimidating or complicated at first, you can rent for the first time with just a few easy steps. Before entering into any rental agreement knowing your rights as a tenant is very important.

Specific state and federal laws provide protection for tenants. Knowing your rights will help you stand up for yourself when necessary. Renters' Rights are embodied in a series of federal, state, and local laws that are designed and implemented to prevent housing discrimination and ensure renters have a safe, clean place to live. These laws are also designed to hold landlords accountable for the agreements they have made with you.

Your right to a Habitable Home

An important tenant right is to have a livable residence. This means you have the right to a safe place to live in, without dangerous conditions. It means you are to be able to connect or use heat, utilities, and hot water. This requires your landlord to make necessary repairs to keep your unit in good and reasonable condition while you occupy the unit. This is a right that is not affected by a lease.

Your Rights Regarding Evictions

When you sign a lease, you are signing a legally binding contract which affords both you and the landlord certain benefits and obligations. The lease usually sets out the rent owed, the term of tenant occupation, and other rules about the rental. Landlord-tenant law allows your landlord to evict a tenant under certain circumstances. A landlord can choose to evict you if you break or fail to observe a lease term, or code of conduct provision within the lease, or certain criminal laws. Violations can include but are not limited to failing to pay rent, allowing people or animals to live with you that are not allowed under your lease, or committing certain illegal activity on the premises.

Your rights as a renter entitle you to notice of a claim of eviction and time to pay the unpaid rent or correct whatever you have done. If you do not or cannot correct the issue, your landlord can file an eviction proceeding in court. As a renter, you will be given the chance to file an answer with the court and present your side of the story. The court will then decide whether the eviction will proceed, and if your landlords successful you could end up having to pay back rent, court costs and attorney fees. A court order called a writ of restitution will be issued for your removal from the unit.

Be A Smart Tenant

To protect yourself as a renter, make time to read your lease carefully before you sign it and ensure that you completely understand what you are agreeing to. If you have questions about what the lease says, ask the property manager or landlord to explain it to you. It would be a good idea to take photos of the apartment BEFORE you move in to document the condition of the unit. Look into obtaining a renter's insurance policy to help protect your personal belongings from theft or damage. These polices are often very affordable and sometimes can be a requirement of the lease. Don't shy away from your landlord. Open communication with him/her will make reporting any issues or needed repairs much easier.



RENTING: THE BASICS

Renting

Know Your Budget!

It may seem simple enough, but this is a very serious thing to know. The amount of rent you pay can make or break the comfort and ease of your lifestyle. Take your net income (what you make after taxes and other paycheck deductions) and subtract your household debt (car payment, car insurance, medical/health expenses, credit card/loan debt, phone bill, food allowance, utilities) and determine what amount of income can be applied towards housing. Typically, 25-30% of your income is an ideal ratio for rent. Keep in mind that utilities can drastically change from climate to climate and season to season.

Additional costs to consider when moving in include upfront costs such as a security deposit, first and last months' rent, application fees, and costs associated with hiring movers if necessary.

There are many rights and protections afforded to renters. Educate yourself to ensure you make good decisions and are prepared should any problems arise.

If you are ready to take on the responsibility of renting, then hopefully you have a good understanding of your monthly budget and what you can comfortably afford to pay for monthly rent.



THE IDEAL TENANT

Renting

From a landlord's perspective, the ideal tenant is one who pays rent on time and in full, promptly notifies the landlord of any problems or issues requiring repair or maintenance, and does not generate conflict or dissatisfaction among neighbors and other tenants. From the tenant's perspective, those same qualities that a landlord likes will help protect you from housing difficulties.

The lease sets out your obligations to the landlord (and the landlord's obligations to you) and you should do your best to comply with those obligations. If you cannot comply – for instance, you cannot pay your rent or can only pay a portion of it due to a work change or loss of job, you should promptly notify your landlord, in writing, of the problem. If your rental premises develops a problem with an appliance or the plumbing or electrical system, you should notify your landlord, in writing, promptly. Informing the landlord of a problem will protect you by creating a record of your notification and prompting an appropriate repair. Similarly, you should take care of the premises in an ordinary way: Keep garbage from building up to prevent pests, don't block doors or windows, don't antagonize neighbors with loud music or noise. If a fellow renter or neighbor makes unreasonable demands, or acts in a threatening manner, inform the landlord promptly, in writing.

Some landlords will not welcome contact, and want only to hear from you when you pay your rent. This attitude does not make any failure to respond to your reasonable communications acceptable, however. You have rights as a renter and are entitled to correct response from the landlord as well as freedom from discrimination. The ideal tenant is one who knows and advocates for their rights just as much as it is one who fulfills their legal lease obligations.



TENANT SCREENING

Renting

You've been searching and searching and finally, you found the perfect rental property! Well, what happens next? Typically, the landlord will conduct an applicant screening. This screening is the first line of defense to protect landlords from potential troublesome renters. So, what happens?

First and foremost, the federal Fair Housing Act protects individuals from discriminatory actions while seeking to rent a property. A landlord cannot deny you from renting based solely on your race, color, national origin, religion, sex, familial status, or disability. If you feel this is the case, call your local fair housing agency or file a claim with HUD (U.S. Department of Housing and Urban Development).

What is tenant screening?

Tenant screening begins the relationship between landlords and potential tenants. Landlords should have a clean and clear screening process in order to prevent discrimination complaints and provide equal opportunity to all potential renters.

It is important to note that a landlord CAN choose their tenants, however, they must provide equal housing opportunities for all and they cannot discriminate based on the protected classes mentioned above.

Pre-Screening

Most of the time, landlords will ask potential renters some pre-screening questions.

This helps get a better idea on who is serious about renting, or just inquiring. It also helps both the landlord and the potential tenant determine if it is a good fit. Here is a list of some potential pre-screening questions.

When are you looking to move in by?

How many people will be in the unit with you?

Do you have any pets?

Have you ever been evicted or broken a lease agreement?

Is there any issue I should know before running a background check on all adults in the household?

What are you looking for in your next home?

The Application

Alright, so you answered all the pre-screening questions, you viewed the property, now it is time to apply! This is known as the rental application, and it goes into a little more depth than the pre-screening questions. The main purpose of the application is to determine the prospective tenant's financial stability and help to weed out potentially troublesome renters. Let's break down the application a little further.

Rental property information

Simply, this is the information about the potential rental property (who the landlord is, what unit they are applying for, how to contact the landlord or property management)

Roommate Information/Occupancy

As a potential renter you need to be honest with the landlord about how many people will be living with you. Not only will it protect you from a potential eviction due to lease violation, it also protects the landlord. A landlord has the right to approve or reject tenants for non-discriminatory reasons, and that includes individuals who will live with you.

However, let's discuss some common myths when it comes to occupancy. Many people are familiar with or have heard "2 Heartbeats per bedroom" or "boys and girls cannot share rooms..." but these are myths! Occupancy is not at a housing provider's discretion. Occupancy standards must be consistent with the local government occupancy rules which can be found with the city or town's Building or Health Department, or local Zoning ordinance occupancy policy. Those policies also must comply with the Fair Housing Act and other applicable laws.

Pet Information

Many landlords will ask if a potential tenant has a pet, and may charge a pet deposit or fee, enforce a no-pet policy. Please note: a landlord CANNOT refuse an approved service or assistance animal. These animals are excluded from a no pet policy and any pet deposits or charges. However, you cannot just declare your animal a service or assistance animal, you must provide all necessary documentation.

Rental History

This gives the landlord information about any issues that may have come up with prior landlords or tenants.

Income/Employment History

Most landlords require an individual to make 3 times the amount of the rent per term. One way to determine if you can afford the property is to calculate 30% of your monthly income. Ideally you should only pay rent within that amount.

TENANT SCREENING

Renting

Prior/current bankruptcies

Again, like income/employment history, this helps the landlord determine if a potential tenant is a financial risk.

Prior Evictions

A landlord will ask for information regarding any prior evictions. They are looking to make sure the potential tenant follows the lease, does not create trouble and pays their rent in a timely manner.

Background/Credit Check

A landlord must get permission from the potential tenant to run any credit or background checks. Additionally, if the landlord determines to deny the rental application based on information from the background check, the landlord must provide you with notice of the decision and its basis, and you have a right to a copy of the background/credit check. You may attempt to correct the result and advise the landlord of the incorrect information if applicable. Landlords typically charge a fee for the background/credit check, and it is usually nonrefundable. This is not the same as a security deposit.

References

Landlords can request personal or professional references to confirm rental and employment history. They CANNOT ask questions of those references about any of the protected classes mentioned earlier.

The application may ask for additional information, such as, emergency contact, co-signer information (if applicable) and the potential tenant's social security number (for use in a credit check to confirm the correct person's credit is reviewed) and contact information.



TENANT SCREENING

Renting



Prior Convictions

Mostly this is used for the safety of other tenants and the landlord. The Fair Housing Act prohibits, for example, a landlord imposing a blanket policy prohibiting individuals with a prior record from renting. Such “blanket bans”- for arrest history, criminal record, and specific convictions – are illegal. A landlord is permitted to consider past convictions (but NOT arrests) in the context of maintaining tenant and property safety. You should be honest with any landlord about any prior convictions because that will better help the landlord determine the character of the individual applying.

A landlord cannot deny housing to an individual based solely on an arrest record, nor can they deny housing because of a criminal conviction without taking into account WHEN it occurred, what the underlying conduct entailed, or what you have done to improve your life since arrest. A landlord cannot treat applicants with a criminal record any differently than other potential renters.

A landlord must take all factors into consideration when reviewing a criminal record. They cannot base their assertions on generalizations or stereotypes that people with a criminal record pose a greater risk than individuals without a record. They must be able to prove that any policy or practice that has the effect of making housing decisions based on criminal history is beneficial in protecting residents’ safety and/ or property.

Determination

Once the landlord receives the application, they will begin processing the application. They will contact the references, prior or current landlords, verify employment, conduct the criminal and credit background checks, and review monthly income.

While reviewing the application, the landlord will make the determination whether or not the potential tenant is a good fit.

Denial of your application is typically due to perceived financial instability, poor references and rental history, some criminal records or restrictions, and poor credit. Again, a landlord CANNOT deny a potential tenant based solely on race, color, national origin, familial status, disability, sex and religion.

Finding a rental can seem like a daunting task and the application process can be time-consuming but is necessary to screen all potential tenants. Remember to be honest, complete, and thorough when speaking to the landlord and applying for the unit. Happy Renting!



LEASE AGREEMENTS

Renting

A lease is a legally binding contract between a landlord and tenant. Within the lease you will find all kinds of terms and conditions, sometimes referred to as stipulations, regarding your new rental. The owner of your new rental is commonly known as the landlord. Oftentimes in renting you won't ever encounter the actual "owner" but instead work with a leasing agent or property manager; these are individuals hired by the owner to take care of daily operations. There are different types of leases that landlords use so the more you know before signing the better off you will be in knowing what is going to work best for you. You should take note of who is identified in the lease as the landlord, and what instructions are provided for both paying rent and communicating about problems with your rental unit. Your right to a habitable rental is not affected by the lease and exists under law. A lease can be oral, but you should never agree to any oral lease agreement. You should request a written lease to be sure that all the terms and conditions of the agreement are clear and agreed upon.

Leases Can Come in Many Forms

Fixed Term Lease

A fixed term lease is the most common type of residential lease. This type of lease will guarantee the time period (also called the term) of your tenancy as well as the amount of rent you will pay and how often. You and your landlord together will decide on the length of the term, whether it be six months, a year, or more. This type of lease allows you the most reliability and assurance that you won't experience a rent increase without warning. However, if for some reason you have to move prior to the end of your lease, your landlord has the right to hold you responsible for the rent for the remainder of the lease agreement. (The landlord is required to seek other renters to reduce the amount you owe, however).

Month-to-Month

This type of lease is sometimes referred to as a periodic lease. A month-to-month lease provides the tenant and the landlord with flexibility to discontinue leasing at any time so long as proper notice is given. A month-to-month lease automatically renews at the end of the term (i.e., when the new month begins) unless the landlord or tenant has provided notice of the intent to terminate the lease. Notice must be given 30 days in advance – in other words before the start of the last month of rental. This type of lease is particularly beneficial if you are looking for temporary housing. Sometimes annual or longer terms leases contain a provision that they will convert to a month-to-month lease when the term expires, unless the parties agree otherwise. If your lease contains this provision, after the change to a month-to-month lease your landlord will be required to provide the 30 days' notice prior to termination even if the written lease states otherwise.

Sublease Agreement

This type of lease is a special lease only used if you (tenant) plan on leasing to another individual at any point during the course of your tenancy. Under this type of agreement, you the original leaseholder, are agreeing to allow another individual not on the original lease to reside in said unit until the end and thus become responsible for the payment of monthly rent.

LEASE AGREEMENTS

Renting

You will need to make sure that this type of arrangement is allowed under your original lease terms, and will need to be cleared with your landlord. If for some reason the new tenant does not pay rent you are still legally responsible for paying the rent as well as any late fees or other such charges. You would only want to enter into this type of agreement if you find yourself needing to move sooner than expected and you trust the person you are subletting to make good on their end of the arrangement.

Common Clauses in Rental Agreements

Rental Agreements typically contain clauses (or sections) to set out the agreement of the tenant and landlord about their obligations under the agreement. Below are some of the most common such clauses.

Disturbance Clause

This type of clause is used to not only make your living arrangements enjoyable but to ensure you give your neighbors the same consideration. This clause will commonly have stipulations requiring that loud music, televisions, speakers, radios, musical instruments, and just noise in general be of a reasonable nature, and often prohibited between certain hours of the day.

Automatic Lease Renewal

This clause states that at the end of the lease term, unless otherwise notified by tenant or landlord, the lease will automatically renew for the same rental term. Be mindful of your expiration date and termination requirements if you do not want the lease to renew. Also watch out for a clause that converts the lease to a month-to-month term instead of renewing.

Limit on Guest Stays

It is fairly standard for landlords to limit the amount of days overnight guests are allowed to occupy the residence. Common limits are no more than 10 days in any six month period. Landlords use this clause to keep long-term guests from gaining full-fledged tenant status without undergoing proper screening.

Pet Clauses

This clause will dictate whether or not pets are allowed on the premises, as well as what fees/deposits are required if allowed. Landlords can limit pets to certain categories, such as no dogs but cats are allowed. Local ordinances may limit the landlord's ability to bar specific breeds, such as pit bulls. Landlords do have the right to prohibit pets, or to restrict the type of pets allowed, but landlords may not prohibit "service" or "comfort" animals used by physically or mentally disabled individuals, so long as they have adequate documentation of the service need.



WHAT HAPPENS AFTER MOVING IN?

Renting

Moving into your new rental does not change any of yours or your landlord's rights and obligations under the law and under the lease. If you violate the terms of your lease, your landlord has the right to evict you so long as the landlord follows the correct process. If your landlord violates the terms of the lease, you have rights and recourse as well.

Tenant Violations

The most common lease violations are nonpayment of rent, remaining in the rental after the lease has expired, and commission of criminal activity on the premises. A landlord cannot simply tell you to leave, however, or change the locks. A landlord must provide you with written notice that they plan to file an eviction after three days. If you vacate the premises, the eviction never happens. If you have not left after three days, the landlord must file a claim with the local municipal court, which in turn will serve you with notice of the claim, and set a hearing date. Only after that hearing, if the court determines that the eviction is justified, will you receive an order setting a date by which you must leave the premises.

Landlord Violations

After you are moved in, the landlord still cannot discriminate against you on the basis of the protected categories discussed above. This means that the landlord cannot try to evict based on those reasons, and also cannot impose penalties, changes, or relocation on that basis. The landlord cannot change your rent or the term of the lease without your agreement and a new, signed lease or amendment. The landlord also cannot retaliate against you by initiating eviction, or charging fees, or refusing to repair, for instance. If you complain to the landlord and they try to punish you, they have violated the law. The landlord also cannot enter your rental without your permission (except in dire emergencies, such as a fire or a water leak). They must provide you with 24 hours notice, and you must agree before they or anyone working on their behalf may enter.

Some of these violations by the landlord may be breaches of your lease, or may be violations of law, but all may be defenses to an eviction action or other legal action by the landlord. If your landlord behaves in a way that seems to be contrary to your lease or otherwise is not respectful of your rights, you should contact your local fair housing agency for advice on how to proceed. You may be referred to state or federal agencies, or to Legal Aid or other legal service providers to protect your rights and your property.

LANDLORD/TENANT FACTS

Renting

So, you found the rental of your dreams, have been approved, signed the lease and are now moving in! It is helpful to know some Landlord-Tenant facts to ensure a continuous positive relationship.

First, let us take a look at what is required by the landlord according to Ohio law:

- A landlord is required to keep the property in livable condition, meaning safe to live in
- They must comply with all building, housing, health, and safety codes.
- They must keep common areas safe, clean, and up to standard. Areas include, hallways, rec areas, etc.
- A landlord must maintain all appliances and equipment that was supplied by them. For example, if the oven was supplied by the landlord and has stopped working, they are required to fix or replace it.
- A landlord must keep all electrical, plumbing, ventilation, and heating equipment in proper working order.
- They must provide running water, heat, and hot water. It is important to note that they are NOT responsible if the water and heat are controlled entirely by the tenant and supplied by a direct public utility hook-up).
- If a landlord owns 4 or more residential units in the same building they must provide a means of trash disposal (garbage cans, dumpsters, etc.).
- Unless it is an emergency, the landlord must provide 24 hours' notice prior to entering a unit. They must enter at a reasonable time and in a reasonable manner. For example, a landlord cannot barge into your home at 4 in the morning.
- The landlord can also evict a tenant based on lease violations, lack of rental payments, and knowledge of criminal activity by the tenant.

The tenant also has a set of rules they must follow according to Ohio Law:

- It is the tenant's duty to make sure the property is clean and safe.
- A tenant must dispose of garbage properly. For instance, taking it to the dumpster rather than putting it in the hallway.
- Use electrical and plumbing fixtures properly. Tenants also must comply with housing, health, and safety codes. For example, not leaving trash to accumulate which can lead to insects and rodents.
- A tenant must maintain the appliances provided by the landlord. It is important to note that: if there is damage to appliances directly caused by the tenant or someone visiting the tenant, it will be the tenant's responsibility to pay the cost of fixing or replacing the product.
- The tenant must refrain from causing damage to the unit. The tenant is also responsible for damage caused by invited guests.
- Every tenant has a right to peaceful enjoyment. In other words, a tenant and their guests must conduct themselves in a respectful manner. * Keep music, TV, and voices at a reasonable level.
- Allow the landlord to enter the property WHEN given 24-hour notice and they are entering at a reasonable time.
- A tenant also must follow all state and federal laws. If there is evidence of criminal activity, the tenant will be evicted.



LANDLORD/TENANT FACTS

Renting

Evictions

Evictions can be difficult to handle, and it is important to know how and why a landlord may initiate eviction proceedings. A landlord is legally allowed to evict any tenant for the following reasons:

- Failure to pay rent in a timely manner
- Violation of any of the lease terms
- Occupation of the unit after the termination or expiration of lease

When a landlord begins the eviction process, they must first present the tenant with a 3-day notice to vacate the premises. The landlord must provide this notice to the tenant by either certified mail or personal delivery, or by leaving it at the premises. If the tenant does not move within that period, the landlord can file a complaint for eviction (also called a forcible entry and detainer action) with the municipal court of the city or town where the premises is located. A tenant does not have to move until a court orders them to leave the property.

When the eviction is filed in the local court, the court sends a copy of the complaint to the tenant. This is called “service.” After service is complete the court will schedule a hearing and notify both the landlord and tenant of the day and time. The court must schedule a hearing within thirty days of the date of service upon the tenant.

A tenant has the right to argue their side at the hearing, or ask for a delay while they secure legal counsel. But if you do not appear at the hearing, the court will automatically rule in favor of the landlord, and order the eviction to proceed. Once the landlord has a judgment for eviction they will file a ‘Writ of Restitution’. This finalizes the eviction and the court will issue an order specifying the date on which the tenant must vacate. At the specified date and time, a bailiff will come to the property and remove the tenant if they are still there. Locks are also changed at this time.

A landlord CANNOT force a tenant to leave without following proper eviction protocol. Until the tenant is actually removed from the premises, a landlord cannot shut off utilities, change the locks, or seize the tenant's property. After removal, some towns and cities require the landlord to store personal property for a set period and provide the tenant the opportunity to retrieve it. Others will permit the landlord to simply set out or dispose of the property within the rental unit.

Repairs/Conditions Issues

If the air conditioner or refrigerator breaks or malfunctions, and the tenant informs the landlord about the issue; the landlord is required to remedy the problem within 30 days. It is a good habit to write a letter to the landlord explaining the issues that need to be repaired when paying the rent. The landlord will have 30 days to fix the problem. If the landlord fails to make the repairs in a timely way, the tenant cannot withhold rent. Instead, the tenant may contact the local municipal court, and file the rent payments in escrow. The court holds the payments until the landlord can prove that the repairs have been completed, and then releases the funds. Withholding rent is a breach of the lease, and even though the landlord is failing to comply with repair obligations, can justify eviction in some circumstances. That is why you should follow the escrow procedure, and only after you send a letter to the landlord, and wait thirty (30) days.

Retaliation/Discrimination

A landlord cannot discriminate based on race, color, national origin, familial status, religion, and sex. If you suspect a landlord is discriminating against you or someone else, call your local fair housing agency or HUD.

In Ohio, it is against the law for a landlord to retaliate against any tenant for any reason. This means that they cannot increase rent, decrease services, terminate, or fail to renew the rental agreement, evict or threaten to evict because the tenant has made complaints to a public official, to the landlord, or to other tenants. Retaliation does not have to be directed at a tenant's race, color, national origin, family status, religion, or sex; it only has to be in response to a complaint or grievance by the tenant.

SECURITY DEPOSITS

Renting



In the state of Ohio, most lease agreements come with a requirement that a tenant pay a security deposit at or prior to moving in. A security deposit is a refundable, one-time payment (usually one month's rent) that is held by the landlord during the term of the lease to cover any damage to the premises caused by the tenant beyond reasonable wear and tear. This deposit also exists to cushion the financial hardship to the landlord if the tenant leaves the lease early without paying. In the state of Ohio, there is no limit on the amount that a landlord is allowed to charge a tenant for security deposit. If the security deposit exceeds the amount of one month's rent, and you live there longer than six months the landlord must pay you 5% annual interest on any amount over the month's rent. For this reason, almost all security deposits are one month's rent or less.

For a tenant to receive the security deposit back from the landlord, the tenant must:

- Keep the premises clean and in good repair;
- Dispose of garbage and other waste regularly;
- Use and operate all electrical and plumbing fixtures properly;
- Comply with rules and regulations of applicable building, housing, or fire codes; Maintain in good working order and condition all appliances supplied by the landlord

When a lease agreement ends and/or a tenant moves out of the premises, a landlord must return some or all of the deposit back to the tenant. In the state of Ohio, it is required by law that a landlord return the deposit within 30 days of the return of the premises by the tenant, provided the tenant gave the written notice described below. When determining how much should be returned, a landlord must follow the following guidelines on the next page

SECURITY DEPOSITS

Renting



Deductions (which must be itemized in a written notice to the tenant) from the security deposit may include:

- Past due rent
- Cleaning fees
- Damages (including any monetary losses resulting from noncompliance with the rental agreement)

Damage subject to security deposit spending is different from reasonable wear and tear. Damage occurs because of abuse or negligence by a tenant during the tenancy, and affects usefulness, value, or normal function of the rental unit. This kind of damage may be repaired out of the security deposit. Conversely, reasonable wear and tear is the depreciation of a property that occurs from normal use of the property as it was meant to be used.

Depreciation from reasonable wear and tear exists not due to negligence, carelessness, accident, misuse, or abuse by the tenant or their guests. A landlord cannot withhold funds out of a tenant's deposit for repairs due to reasonable wear and tear. However, there is no specific definition as to what constitutes reasonable wear and tear, and it may vary on a case-by-case basis.

To ensure a tenant receives their security deposit from a landlord, it is vital that the tenant provide the landlord with a forwarding address upon move out. If a tenant fails to provide a landlord with a valid forwarding address, the landlord cannot be held accountable for returning the deposit to them.

If the tenant does not receive either the deposit or an itemized statement claiming what the deposit was used for, or if the tenant disagrees that the itemized statement shows damage beyond reasonable wear and tear, then the tenant has a right to take their landlord to small claims court to try to reclaim the balance owed. The determination of what is owed will be made on a case-by-case basis by a judge.

SECURITY DEPOSIT FAQ'S

Renting

How can a tenant best protect their deposit?

As a tenant, the single most important thing to protect a security deposit is to give a landlord written notice of a forwarding address upon move-out. You should retain a copy of this written notice in case you are ever required to prove that you provided it.

Tenants should also document the condition of the apartment with pictures before moving in and before moving out. If anything appears to be broken or damaged, speak with the landlord prior to signing the lease and put it into writing in case it ever arises in the future. It can be especially helpful to walk through the premises with the landlord to mutually agree upon the condition.

Can the landlord charge the tenant for cleaning the apartment?

A landlord can charge a tenant for cleaning the unit if the landlord is able to prove that the cleaning was necessary due to lack of compliance with lease or state and local laws on the tenant's part. If, for instance, the tenant kept a prohibited pet which stained a carpet or floor, that cleaning can be charged to the tenant.

Landlords should not charge a tenant for the ordinary cleaning done to prepare the unit for a new tenant.

What are examples of reasonable wear and tear?

- General Cleaning needed
- Carpet cleaning (with no specific damage)
- Nail holes from hanging pictures or mirrors
- Painting
- Replacement of Light Bulbs

What are Examples of Damage?

- Cigarette burns
- Pet urine stains
- Holes in walls
- Torn or missing window coverings (that came with the unit)
- Broken Windows

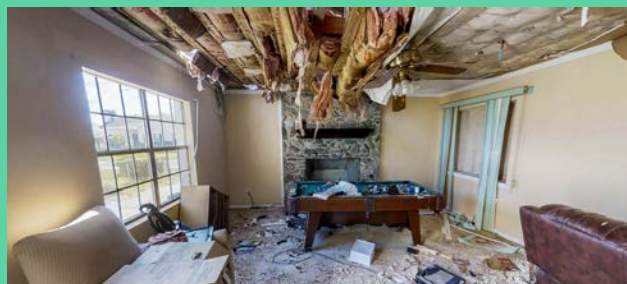
If a landlord wrongfully withholds a security deposit, how can I collect it?

To collect a wrongfully withheld deposit which the landlord refuses to amend, a tenant must file a lawsuit in small claims court. In order to win this lawsuit, the tenant will need to establish that the deposit was wrongfully withheld. This includes showing proof that proper written notice was given along with a forwarding address and proof that damage done was not done by the tenant, or that the damage claimed was merely reasonable wear and tear.

If a tenant pays the deposit before signing a lease and backs out, can the landlord keep the deposit?

The answer to this question depends on the type of deposit paid. If the tenant paid a "deposit-to-hold" then this was a fee to ensure that the landlord would hold the unit and not rent it to anyone else. This is not a security deposit and there is no requirement for the landlord to give this deposit back to the tenant in this scenario.

If the tenant paid a security deposit before signing the lease, then the full deposit is refundable. However, if the lease has been signed and then the tenant decides to back out, the landlord can hold the tenant responsible for the lease because it is a binding agreement that two parties agreed to, regardless of whether or not the tenant ever actually lived in the unit.



SECURITY DEPOSIT FAQ'S

Renting

My landlord sold the house I was renting and now both owners are claiming that the other owes me my deposit back. Who owes me?

The answer to this question is dependent on the terms of the sale of the property. If the new owner assumed the legal responsibilities of the old owner, or if the new owner received a credit for the security deposit toward the purchase price, then the new owner would be the responsible party for the deposit. However, if there is no mention of the security deposit in the sale agreement, then the old owner would still be the responsible party. If your landlord indicates that he or she plans to sell, you should address this issue promptly and in writing.

How specific must an itemized statement of damages be?

The list needs to specifically identify each damage and the cost of the repairs. The list must go into enough detail to substantiate that each charge is the result of damage caused by the tenant, rather than reasonable wear and tear.

What if a deduction is listed in the lease?

Many Ohio courts have historically disallowed automatic deductions from the security deposit, even when it is agreed upon in the lease agreement. The landlord cannot use an estimate ahead of time to charge for potential repairs that have not been needed yet, .

Can I get my deposit back without going to court?

You may try sending the landlord a letter of demand that requests the return of your security deposit. You should explain clearly why you disagree with the charges deducted from the deposit – either because you did not cause them or because they are ordinary wear and tear.



BUYING



THE BASICS

Buying

Home-buying can be extremely stressful, and many first-time homebuyers do not know where to even begin. Here are some of the basics for home-buying to help ease the burden.

Begin saving early!

Depending on the loan type, mortgage, and the lender, some buyers will need more of a down payment than others. For example, a conventional loan typically requires a 5% down payment (minimum) and FHA loans require a 3.5% down payment. However, many conventional mortgage lenders will encourage individuals to have a 20% down payment! For example, if you are interested in buying a \$100,000 home, you will be required to at least put down \$3,500-5,000. Not only is there a down payment, but there are also closing costs which are typically 3-4% of the loan amount. So, again taking the \$100,000, the buyer will be required to spend an additional \$3,000-4,000. Saving early helps with move-in expenses! Beginning to save early can help home buyers begin a savings for home repairs, upgrades and so on! It is important to begin saving early to ease the stress of buying.

Decide what you can afford

Not all homes are created equal. It is important for the homebuyer to take a realistic approach to what you can afford when shopping for a home. An expense sheet may help with this. Determine how much monthly income is coming into the household and how much debt is in the household. Review your expenses like rent, food, gas, car payment, etc. It is also essential to know your credit score.

Strengthen Credit Score

Credit scores are extremely important when it comes to home-buying. Lower credit scores will limit the loan options available. Credit scores also directly influence interest rates. You can check your credit score through Experian, Equifax, and TransUnion. Many credit cards offer you free credit score services as well. Make sure to make all payments on time, keep credit card balances low and keep cards open! Closing a credit card can cause your credit score to become lower. Remember that if you are buying a home with a spouse or someone else who will be named on the deed, both credit scores will affect the interest rate. If you have ever declared bankruptcy, it will affect your credit score for at least 7 years (Chapter 7) to 10 years (Chapter 13).

Mortgage Options

There are several different mortgage options available, and it is important to find one that fits the homebuyer's situation. There are conventional loans that typically require a higher credit score, FHA – the Federal Housing Administration – loans that are designed to help individuals with lower credit scores become homebuyers. Along with FHA loans, USDA loans assist those individuals who are buying in rural areas, and require little to no down payment. There are also VA loans designed for veteran military service members, which also typically require little to no down payment (a certificate of eligibility is required).

Pre-Approval Letter

Lenders will offer loans based on certain information given to them by the homebuyer. Having a pre-approval letter can help give the homebuyer a better idea of what homes to view, and also demonstrate to the seller that the buyer can afford to make an offer in a specific amount.

THE BASICS

Buying

Down Payment Assistance Programs

Research local down payment assistance programs. There are many programs for first-time homebuyers that offer down-payment assistance and even assistance for closing costs. The assistance amounts can range from a few thousand to tens of thousands of dollars, and are usually paid through municipal, local government agencies, or non-profits. You should ask your real estate agent or lender about the programs in your area. There will be separate qualification requirements for these programs, so be sure to determine what they are.

Compare Mortgage Rates and Fees

It is so important to shop around for mortgage rates and fees! According to the Consumer Financial Protection Bureau a potential homebuyer should request loan estimates from multiple lenders to compare costs, interest fees, and even origination fees. Not all lenders are created equal!

Choosing a Real Estate Agent

Having a real estate agent is extremely beneficial when it comes to the home-buying process. They will help the homebuyer find homes that fit their needs and are also instrumental in the negotiation and closing process. Like mortgage shopping, it is important to shop around for a real estate agent who understands your needs and will be a good personal fit. Having a solid real estate agent can make a huge difference when buying a home. We will discuss more about "Building Your Team" in the Pre-Purchase section.

Home or Condo?

A homebuyer should consider all types of homes and neighborhoods. Some individuals may prefer a single-family home while others may like the idea of a condo. It is important to keep in mind, condominiums and townhomes typically require homeowners to pay association fees in addition to any mortgage payments. The real estate agent should locate and show homes that meet the homebuyer's wants and needs.

Stick to the Budget

The housing market can be brutal, and many times people will make offers way higher than what they can comfortably afford. In order to avoid financial difficulty in the future, determine your budget and stick with that. A good tip is looking for homes UNDER the price range which can help when bidding on a home.

Home Inspection

A homebuyer should also do a home inspection. Although not a requirement for most mortgages, an inspection is extremely beneficial to the home buyer. A home inspector assesses the home, looking at the structure and the mechanical systems. Inspection can locate potential problems which may sway the decision. For example, are there problems with the foundation? Does the roof need repairs? Have there been any termite or other pest infestation? It is important to be aware of what is included in the inspections and that the inspector looks at all areas of the home including the basement, roof, crawl spaces. It is also important to be in attendance during the home inspection, that way the homebuyer can get a better idea of the home and ask questions directly to the inspector.

Home Insurance

It is also important to take into consideration homeowners' insurance. The lender typically requires this prior to closing the deal. Homeowners insurance helps to protect the home and personal belongings if damaged by an incident covered in the policy. You may be required to add additional insurance coverage such as earthquake or flood insurance, depending on where the home is located.

These are the basics!! Now you are ready to begin!

THE IDEAL BORROWER

Buying

So you are interested in buying a home and are aware of all the basics. Now it's time to begin investigating lenders. As a homebuyer, you are looking for the best deal on a loan and as the lender, they are looking for the ideal borrower. So what makes an ideal borrower?

It is extremely important to have stable, consistent income. This can include working an hourly wage, commission, salary, and/or retirement income. The amount of your income is not the most important thing – even with a modest salary, you may qualify for a loan. What lenders take into consideration is debt-to-income ratio, which makes all the difference. Some individuals have an exceptional amount of debt in comparison to their monthly income. If it is too excessive, a lender may deny you. It is important to minimize debt as much as possible. Debt is extremely common and almost everyone has some form of debt, but what a lender cares about is if you are able to manage it. Are you making payments on time? Is it out of control? Do you have any savings? Are you living within your means? If you feel you have a high debt-to-income ratio, it may be better for you to take some time to minimize the debt and then begin the homebuying process.

Lenders also like when potential borrowers are prepared with all necessary paperwork. It is important to know what the lender needs in order to begin the process. Being prepared shows that an individual is serious when it comes to homebuying.

Simply, in order to be an 'ideal borrower' you will want to keep track of all income and expenses, have a decent credit score, and minimize debt as much as possible.

Anyone can be an ideal borrower, it just takes some patience and attention to detail!



SECURING A LOAN

Buying

To buy a home you will need a loan, which means you need to visit a bank or other lender. At this point in the home buying process you must remain on top of your finances as the lender will be reviewing bank statements and credit, to weigh the risks of lending to you. At the same time, it is essential for prospective buyers to remain in consistent communication with their realtor, title company, and lender to ensure that everything is in order for the loan application to go through. Some things to keep in mind at this point in the process include:

- **Respond without delay to all requests from the lender, realtor, title company, etc.**
 - All parties will be working on distinct aspects of the home loan process, and it is important to keep up to date on what they are doing and what they may still need from you during this time
- **Pay close attention to all deposits and withdrawals from all accounts**
 - Lenders will need an explanation for any deposit that is different from that of a regular paycheck so keep excellent records of where money is coming from and going
- **Preserve your credit profile**
 - Do not apply for any other loans or credit lines during this period because it will impact your credit which could impact the process of securing a home loan

Securing a loan comes along with a lot of choices that must be made. There are many distinct types of home loan options on the table. Which one is the best choice will be contingent on your financial situation and homeownership concerns. It is vital that a prospective buyer understand the way the home loans work, what options are available, and how each option could influence their financial future. Some of the loan options that should be considered include:

- **Conventional or Government-backed loan**
 - Conventional loans
 - Conventional loans have more strict conditions for qualification, but are preferred by many sellers because they require less stringent inspections
 - Most conventional loans come with fixed interest rates, which means the rate never changes throughout the life of the loan
 - Government-backed loans
- **FHA Loans**
 - FHA loans are federally insured, protecting the lender, even if the buyer defaults on the loan, allowing lenders to offer less strict requirements for qualification such as lower interest rates and lower down payment
- **VA Loans**
 - Only available to active service members or veterans, and they are backed by the Department of Veterans Affairs
 - These loans often require no down payment.
- **USDA Loans**
 - These zero-down-payment home loans are for lower income borrowers who live in rural areas

SECURING A LOAN

Buying



- **Fixed or Adjustable-Rate Loans**

- Fixed Rate Loans

- Fixed rate loans are popular because the interest rate will never change over the life of the loan. The rate to which you initially agree will be the rate you keep until you sell the home or refinance
 - Fixed rate loans are ideal for long-term homeowners who plan to live in the house for many years

- Adjustable-Rate Loans

- Adjustable-Rate Loans have low preliminary rates that start out fixed, but then fluctuate upward over time.
 - If you do not plan to stay in the home long, an adjustable-rate mortgage could yield savings

- **Mortgage Term**

- 30-Year Term

- 30-year terms are the most common mortgage term
 - Monthly payments will be lower, but more interest will be paid over the life of the loan

- Short-Term Loan

- Shorter-term loans such as 10- or 15-year term home loans may be available as well depending on the lender
 - Short-term loans will cause you to pay less interest over the life of the loan, but monthly payments will be substantially higher

- **Down-Payment**

- Conventional loans may allow for down-payments as low as 5%, but if less than 20% is paid down, lenders will require Private Mortgage Insurance (PMI), which is an additional expense to protect the lender from default by the buyer – This expense can be cancelled when a buyer gets up to 20% equity in the home
 - Government-Backed loans may not require down payments or may allow for significantly reduced down-payments – Mortgage insurance may be required for these loans as well

Securing a home loan is one of the most significant financial decisions of one's life. It is critical that consumers make enlightened decisions about loan products throughout this process. Different lenders may offer different fees, points, and terms for their respective loan products. Using the information above, prospective buyers should do research and compare lenders for the best rate that they can find based on individual financial situations.

PURCHASE PROCESS

Buying

So now that you know the basics of homebuying, let us discuss the purchase process. This can be a stressful and hectic time, however, being prepared can help ease the anxiety of homebuying.

Building your team

It is important to build your team well when homebuying! As the saying goes, “teamwork makes the dream work!” That is exactly what your homebuying team will help with! Each member of the team is trained and educated in various matters, and they will make the homebuying process a lot easier for you and your family.

It can be stressful and overwhelming to figure out where to start when it comes to the homebuying process. Contact your local Housing Counseling agency for assistance! They are trained and certified in helping individuals with various housing issues, including pre-purchase and post-purchase!

Find a home that suits your needs

There are many options out there and it can seem overwhelming. Look online for homes in the neighborhood you want to live, drive around the neighborhood, ask friends and family if they know of any homes on the market. Once you have some homes in mind, plan to attend open houses. You attend open houses with a real estate agent, or at least have one reviewing the homes. Agents are your eyes, ears, and voice when it comes to negotiating with sellers or finding a home that suits your needs.

The Home Purchase Team:

- **Real Estate Agent/Broker:** A real estate agent is an individual who is licensed to negotiate and arrange real estate sales for a commission, which is usually a percentage of the selling price of the home. Typically, both buyers and sellers hire a real estate agent to help them through the process. These individuals usually work for a real estate broker. These individuals are your right hand and are there to help ease the stress of buying and selling.
- **Lender:** The lender is a person or company that makes the loans for real estate purchases. Also referred to as a loan officer, these individuals are typically representatives of a lending or mortgage company. They are responsible for finding homebuyers, qualifying candidates for loans and processing loans. It is important to note that some lenders are paid a flat salary, while others are paid on commission from fees attached to the loan, giving them different incentives.
- **Underwriter:** The underwriter is a lender's representative. They analyze loan applications, the potential borrower's credit history and a judgement of the property value. They consider all aspects and determine the amount of risk in making the loan and an amount the borrower has the ability to repay. This cost is usually included in closing costs.
- **Home Inspector:** The home inspector is a licensed professional who conducts an inspection of the home's structure and mechanical systems. This is to determine the safety and quality of the home.
- **Appraiser:** The appraiser estimates the property's fair market value by analyzing various factors including, sales of comparable homes, where the home is located, and how well the home is maintained. This is usually required by a lender prior to loan approval to make sure that the loan amount is appropriate to the value of the home. Lenders typically hire the appraiser and add those fees to the closing costs.

PURCHASE PROCESS

Buying

Secure financing for the home

It is crucial to have some form of financing ready when purchasing a home. At this point, you are aware of different mortgage options, such as conventional loans or Federal Housing Authority (FHA) loans. Do research and shop around for what is best for you and your family. There is no one size fits all when it comes to financing options and all situations are different. Shop and compare!

When securing financing, it is important that you take into consideration mortgage interest rates. Mortgage interest rates reflect the lenders' risk for offering the loan. The interest rate can vary depending on loan type and terms, credit score, down payment, property location and loan amount. The interest rate is a percentage, which is used to charge an amount over the purchase price that is part of your payment to the lender. At the beginning of the loan you will typically pay more in interest every month than on principle. This will flip over time.

Your credit score is very important when it comes to a lower interest payment. Basically, the higher your credit score the less risk you pose, which lowers the rate of interest. Also, the amount you put down as a down payment affects the interest rates. Just like your credit score, the higher the amount, the less risk you pose. Therefore, you will get a lower interest rate.

It is also important to take into consideration the length of the loan. For example, if you choose a 15-year mortgage rather than a 30-year mortgage, interest rates tend to be lower. This is because in the eyes of the lender, you are paying off the loan faster which means less risk for them. Also, is your loan fixed or adjustable? Fixed rates are for the life of the loan, meaning they will not change so you will always be aware of your payments and interest charges. Adjustable rate mortgages are popular because they tend to offer lower initial rates, however, the rate can 'adjust' and payments rise over time – sometimes very suddenly and very dramatically.



PURCHASE PROCESS

Buying

Make an offer

So, you have found the home of your dreams and have secured financing, now it is time to make an offer! Having a real estate agent is beneficial, especially when it comes to this step of the purchase process. Real estate agents will help you decide how much you want to offer for the house. Your agent basically acts as the middleman between you and the sellers. Once you have decided on an offer, your agent will present it to the seller's agent. The seller will either accept the offer or make a counteroffer. As a buyer, you can accept the counteroffer or continue to negotiate.

Once an agreement has been made, you will make a 'good faith deposit' or 'earnest money'. This is basically a down payment on the house. The higher the deposit, the more serious the buyer comes across to the sellers. Once this happens, the process transitions into escrow. Escrow is a legal concept where assets or monies are held by a third party on behalf of two other parties in the process of completing a transaction. This is typically a short period of time (about 30 days) in which the seller removes the home off the market with the contractual expectation you will buy.

Earnest money is often not refundable once a deadline to close on the purchase passes. You should make sure you understand what rights you have to back out of the sale for cause before you make the escrow deposit.

During this time, it is important to check your budget to consider closing costs. Closing costs are anywhere from 2-5% of the purchase price. It is also important to double check your budget to ensure you have enough to cover, not only closing costs, but home inspection, home insurance, property taxes, etc.

Get a home inspection

The home inspection is the buyer's responsibility, and it is one of the best things to do prior to moving in. The buyer should attend the home inspection to ask questions, see what is wrong or what needs to be fixed. The home inspector will check for the quality, safety and overall condition of the home and can point out things you might never have noticed until it is too late. If the inspection reveals serious issues that were not disclosed by the seller, you are typically able to remind your offer and get the deposit back. You could also negotiate with the seller to either make the repairs or lower the selling price.

Get an appraisal

We discussed earlier who an appraiser is, but what exactly does that entail? In the homebuying pre-purchase process, as well as, refinancing transactions, appraisals are used to determine whether the home's purchase price is accurate given the home's conditions, location and features. Lenders want to ensure that homeowners are not over-borrowing for a property.

The appraisal is typically ordered by the lender since it protects their interests and costs are to be paid by the borrower. The appraiser takes into consideration recent sales of similar properties and current market trends. They also look at the home's features, number of bedrooms and bathrooms, how the floor plan functions and square footage. They must also do an inspection of the interior and exterior of the home. Unlike the home inspection, this is not a super detailed examination but rather to give the appraiser an idea of any conditions that may impact the property's value.

To close or not to close

After the inspection, if you can work out a deal with the seller or there are no problems during the home inspection, you are ready to close. Closing the sell is simple, just involves a lot of paperwork.

Congratulations! You have completed the purchase process of home-buying!

WHAT HAPPENS AFTER MOVING IN?

Buying

This process has been long and stressful, and today is the day that you finally close on your home and sign all those scary legal contracts. It feels so exciting, but it is not time to relax just yet. There is still much to do before you can finally rest and settle in properly to your new home. A moving checklist can help reduce stress and anxiety while ensuring you don't forget important tasks to complete before you can finally relax into your new home:

1. Transfer Utilities

When you purchase a home, all utilities will be in your name, not just the ones that your lease outlines such as in a rental agreement. This is the time to do your research and be certain you are getting the best price for your new area. Before you begin the move-in process you will want to be sure you have called the water, gas, electric, trash, and internet/cable companies to transfer your service into the new address. For some utilities, this will be a simple phone call. However, for others, such as internet and cable, this may require a service call at the new address. The sooner you notify these companies of your move-in date, the better. Nobody wants to go without any of these utilities being turned on for any period.



2. Clean the House

Anytime you are moving somewhere, it is good practice to scrub the house from floor to ceiling. You never know how thorough the previous homeowner was in cleaning, and it is better to be safe than sorry when moving into a new place. Your home will never be this empty again while you are living in it, and this is the ample time to get to every surface in the house before all the furniture and appliances get put in and block those areas. If you are strapped for time or do not have the means to clean it yourself, there are many local cleaning businesses in your area that would be happy to serve your needs as well.

3. Change the Locks

Before you move any personal property into the home, be sure to take the time to change the locks. There is no knowing who has a copy of the old keys that are given to you. All it takes is one bad actor to cause all sorts of trouble for you and your family. This may also be a time that you choose to have a security system installed. Changing the locks and installing security alarms will provide you with peace of mind as you begin to settle into your new home.

4. Locate Important Household Features

Now that you are a homeowner, chances are that you will find times in the future in which you are doing repairs or there is an emergency issue requiring you to shut off the water or electricity throughout the home. Being sure that you can access the emergency shut-off valve for the water to the house and the circuit breaker or fuse box is vital when moving into a new home. Be sure to also Make a note of the who installed it (there is usually a sticker on top) and put it in a safe place in case of an emergency. This will save a lot of stress when you are facing an emergency in the future.

WHAT HAPPENS AFTER MOVING IN?

Buying

5. Assess Your Financial Situation

This new home is likely the largest purchase that you have ever made in your life up to this point. It can be extremely pricy to purchase a home, and it can take quite the toll on your financial stability. It is important after paying the down payment and closing costs to ensure that you have the means to pay your bills going forward as well as a buffer in case anything needs repaired in your new home in the future. Conduct a budget or call your local HUD-Certified Housing Counseling Agency to request help with budget counseling at this time.

6. Review and Update Your Insurance Policy

When you initially contacted your insurance company for a policy, you were not living in the house yet. This means you probable were not exactly sure about what coverage you needed. Now that you have possession of the house, it is a clever idea to review your policy and ensure you have all the coverage you feel you will need. It is also a promising idea to ensure you have bundled your home and car and any other policies you must get the best price.

7. Change Address

Your address is connected to so many different areas of your life from your credit card statements to your Driver's License. When moving into a new home, it is important that you contact the U.S. Postal Service (USPS) to set up a new address and have mail forwarded to you at your new residence. This will ensure that you are able to maintain your subscriptions and that no one receives any of your confidential information such as bank or credit card statements.

8. Update Registrations

If you are moving to a new city, there are likely to be several updates needed on your part. You will need to register your children into a new school system. You will also need to update your car registration and Driver's License with a new address. If you have changed cities, do not forget to update your information on the voter's registration for your local area as well!

9. Call the City











When you are moving into a new city, it is a suitable idea to give the city a call to let them know that you are a new homeowner in the area and would like some information about what you should know as a new homeowner. There may be refuse collection information that you need to know (such as special trash bins that the city requires) or tax information that you should be aware of for paying local taxes or property taxes if your mortgagor does not escrow it into your mortgage.

10. Schedule Home Improvements

As a new homeowner, you will be responsible for things that break in your new home. This may be anything from a loose board to a broken hot water tank. When you receive the keys to the home, you should review the home inspection and be sure that you prioritize any home repairs. Some repairs require more attention than others. Some things can wait, and some may be urgent. Try to schedule as many repairs ahead of time as possible to ensure that your new house is move-in ready once you have the keys in hand.

MOVE-IN CHECKLIST FOR HOMEOWNERS

Buying

-  **Transfer utilities**
-  **Clean the House**
-  **Change the Locks**
-  **Locate Important Household Features**
-  **Assess Your Financial Situation**
-  **Review and Update Your Insurance Policy**
-  **Change Your Address**
-  **Update Registrations**
-  **Call the City**
-  **Schedule Home Improvements**

HOME PURCHASE FACTS

Buying



Purchasing a home is a great option for many people, but it is not necessarily the best option for every person. There are both benefits and limitations to homeownership. When considering whether to rent or buy, it is important to remember that there is never going to be a “perfect time to buy.” The best time to face the situation is when you feel it is best for you individually and for your family. The following is a list of factors that we have compiled to help you make that decision for yourself:

1. Finding a home is not going to happen overnight

The average homeowner viewed approximately 10 homes over the course of 10 weeks before selecting the home that they currently reside in. Purchasing a home will be one of – if not the – largest purchases that an individual makes in their lifetime. You may end up living there for the next 30 years or longer. This is not something that should ever be rushed. Take your time and do not feel discouraged if the first home you see is not the perfect home. This is a major investment. You should not settle for something less than perfect just to get into a home. The realtor is not charging you per house you see, so take your time and view as many as it takes to find the perfect home for you and your family.

2. Median Monthly Housing Costs

According to the U.S. Census Bureau, the median monthly housing payment in the United States in 2018 was \$1,556.00. In the state of Ohio, that monthly housing payment was \$1,269.00. Median housing payments are the amount a homeowner can anticipate paying monthly for owning a home. Costs included in this amount are principal, interest, taxes, insurance, and association fees (if there are any).

This number is an average and fluctuates based on location but should be a good guide to use while considering if homeownership is for you. It is good practice to remember that you should pay no more than 28% of your monthly income on housing expenses.

3. You are not required to make a 20% down payment to purchase a home

There are many distinct types of loans available for many differently situated people across the country. As years have gone by, more programs have developed to assist first time home buyers. A higher down payment will reduce monthly payments and total cost over time but is not a requirement if it is infeasible for you. Other considerations toward lower interest rate and low monthly payments include credit history, income, and debt.

If you are concerned about the down payment requirements, there are many programs across the country that can help with down payment assistance. Check with local nonprofit agencies or with your lender to see if they know of any grants or local programs that you may qualify for based on your income.

HOME PURCHASE FACTS

Buying



4.Unexpected issues can and will pop up without warning

As a part of the home buying process, you will have a home inspector come check out the property and provide you with a breakdown of every system within the house. This is an important part of the home buying process because it will allow you to have some negotiation leverage with the seller and ensure that you are moving into a safe and habitable home. However, this inspection only tells you about the current state of the systems, and inevitably things will break in the future. There will be no landlord or property manager to come make the repairs for you going forward.

When purchasing a home, there are a few options to help cover these expenses. A home warranty will likely be offered to you by your realtor when you close on a home. This will be a monthly or annual fee that covers major systems within the home on a yearly basis. Frequently it is rolled into the purchase price. If you decide against the warranty, you may have to fix things yourself or pay a professional to come in and do it for you when things break down.

Creating a System Maintenance Plan will help you to budget for these repairs. To create a System Maintenance Plan, you will need to list out every major system in the home and produce a timeline for repairs. This will help you to ensure you have a budgeted plan in place to make these repairs when they come up. Certainly, you will not know for certain when a system will break down, but it will give you an idea of how to go forward with planning and budgeting for these repairs to take place. The following is an example of a System Maintenance Plan:

System	Warranty Coverage (Old System)	Life Used (Old System)	Life Expectancy (Old System)	Upkeep Options	Estimated Cost (New System)	Repair/ Replacement Strategy	Target Replacement Date
Refrigerator	1 year product warranty (expired)	12 years	10 years	Clean accumulated dust off the condenser coil once a year — could triple the life cycle	New, ENERGY STAR label, top freezer = about \$700	Will pay the retail store about \$100 to install it	Summer
Oven							
Dishwasher							
Kitchen Flooring							
Windows							
Water Heater							
Washer							
HVAC							
Indoor Paint							
Insulation							

HOME PURCHASE FACTS

Buying



5. Mortgages provide equity

Home equity is the amount of the current value owned by the mortgagor at any given time (or the amount that has been paid off). Put the other way, it is the market value of the home, minus whatever debt (like a mortgage) that secures it. When someone mortgages a home, they have the right to use what they own of that home value as collateral for loans. Equity is something that renters do not receive out of their monthly housing payments. Inevitably, monthly rent will continue to rise every year while mortgages will likely remain much more stable, and the homeowner will be receiving equity out of their monthly payments while a renter is not.

6. Your credit score does not need to be perfect to buy a home

Credit is absolutely a crucial factor in the home buying approval process, but it is not everything. FHA loans will allow approvals for those with credit scores at or just below 600 with down payments as low as 3.5%. FHA loans are a viable option for people with lower credit scores and less savings who still want to become a homeowner outside of those factors. Do not allow a medium credit score to be the reason you choose not to buy a home. Instead, do your research and speak with lenders about what scores would be viable and work toward getting your credit score up to that number before purchasing a home.

7. Rates and fees vary by lender

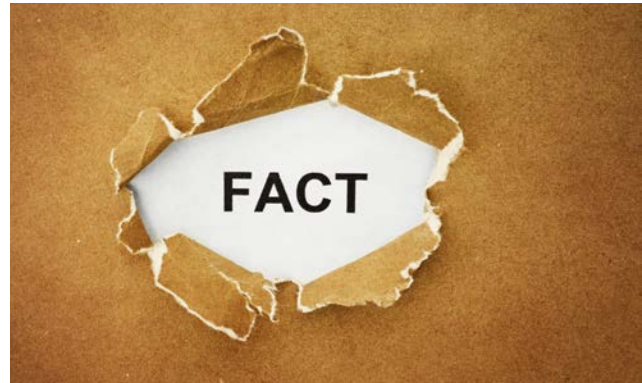
Every lender has their own regulations and rules by which they abide. Some will charge up front fees and others will not. Some will offer commissions to their employees for selling you on a product and others will not. Some lenders will even advise you of down payment assistance for which you qualify. It is vital that you do some research and speak with a few different lenders about your options with their organization to see what is going to be the best option for you. The most successful lenders are the ones who take the time to get to know you and find out what you want as the buyer. They should understand your goals and financial limitations, and honor those when working with you. Ask questions of several lenders before settling on the best one for your needs.

8. Homebuying competition is affected by the season

Seasonality affects factors such as housing inventory as well as purchase prices. During the spring, housing inventory is high, and competition is stiff. Everyone wants to move in the spring and summer months in Ohio because the cold and snow are not conducive to moving heavy furniture. Conversely, in the fall and winter months, inventory is exceptionally low and moving may be difficult. In the Fall, sellers are often trying to close a deal quickly to avoid moving during winter months which may benefit you as the buyer in your negotiations. The season should certainly not be the only factor that determines whether you begin the home buying process, but it may help to push your schedule and impact when you judge the time to be right.

HOME PURCHASE FACTS

Buying



9. Homeownership Builds Wealth

Homeownership is a forced savings mechanism. With each mortgage payment, a homeowner is putting away some funding towards their home equity which builds on collateral for property which they own. They never have to think about setting aside money separately, because it is tied into a monthly payment. Often because of the cost of living and inflation, home prices increase overtime. This means that although you bought a house for \$125,000, it may be worth \$150,000 when you go to sell it, causing you to gain a profit. This is especially true if you make changes to the home such as a new bathroom or kitchen while living there.

10. Low-Income households and households of color are less likely to own homes

Systemically racist policies in America such as redlining have caused generations of disenfranchisement of households of color. Currently in the United States, 74% of white households are homeowners while only 43% of black households are homeowners. Homebuyers of color often still face discrimination in the homebuying process from lending to appraisals. Homebuyers of color are also much less likely to have assistance from family to purchase a home due to the wealth gap in this country. Furthermore, for every \$1 in wealth that accrues to the median Black or Latino household from homeownership, median white households accrue \$1.34 and \$1.54, respectively.



FAIR HOUSING



THE BASICS OF FAIR HOUSING

Fair Housing

The struggles to implement Fair Housing Laws in America have arisen and boiled over since the mid-1800's. It was not until the Civil Rights movement of the 1960's that any real change occurred. The first two attempts to address discrimination in housing were the Rumford Fair Housing Act of 1963 and the Civil Rights Act of 1964. However, the really groundbreaking legislation was the Fair Housing Act of 1968 which was passed one week after the assassination of Martin Luther King, Jr.

Here is a Timeline of Federal Fair Housing Laws:

Civil Rights Act of 1866

Federal law that prohibits all discrimination on the basis of Race only

Civil Rights Act of 1964

Federal law that prohibits discrimination in any housing program receiving federal money on the basis of Race, color, National Origin

Civil Rights Act of 1968 (Fair Housing Act)

Federal law that prohibited discrimination in housing on the basis of Race, Color, National Origin & Religion

Housing and Community Development Act of 1974

Federal law that prohibits discrimination in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program on the basis of Race, Color, National Origin, Religion, Sex

Fair Housing Amendments Act of 1988

Federal law adding to the provisions of the Fair Housing Act to prevent discrimination on the basis of Race, Color, National Origin, Religion, Sex, Disability, Familial Status

Americans With Disabilities Act of 1990

Federal law that prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities.

Who is Protected by the Fair Housing Act

The Fair Housing Act prohibits discrimination in housing based on the following seven factors:

- Race or Color (refers to whether a person is White, Black/African American, Asian, American Indian or Alaska Native, or is a Native Hawaiian or Pacific Islander, or a mixture of two or more of these groups)
- National Origin (refers to a person's birthplace or ancestry)
- Religion (refers to both the practice or non-practice of religion such as atheism, or religious affiliations that are outside the mainstream religious organizations)
- Sex (including gender, gender identity, sexual orientation, and sexual harassment)
- Familial Status (refers to having children under 18 in a household, including expecting women)
- Disability (those individuals with mental or physical impairments which substantially limit one or more major life activities)

THE BASICS OF FAIR HOUSING

Fair Housing

What Types of transactions are covered?

The Fair Housing Act applies to rental housing, home sales, mortgage lending, the insurance industry, group homes, school dormitories and more.

But Not.....

Under specific exemptions, the Act does not apply to owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

In order to understand how the Fair Housing Act works, you must know the following:

- The protected classes
- The types of transactions covered
- The prohibited act

Let's start with the protected classes! Are you a part of a protected class?

Fair Housing Protected Classes

The Fair Housing Act prohibits discrimination in housing based on the following seven factors:

- Race
- Color
- Religion
- National Origin / Ancestry
- Sex
- Familial Status (those having children under 18 in a household, including expectant mothers)
- Disability
- Military Status - Ohio



THE BASICS OF FAIR HOUSING

Fair Housing

What Type of Housing is Covered?

The Fair Housing Act covers most housing. In some situations, owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members are exempt.

Who qualifies as a person with a disability under the Act?

The Act defines a person with a disability to include, (1) individuals with a mental or physical impairment that substantially limits one or more major life activities, (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment

Who must comply with the Fair Housing Act's reasonable accommodation requirements?

Courts have applied the Act to individuals, corporations, associations, and any others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions.

What is Prohibited

In the Sale and Rental of Housing

- Refusal to rent or sell, negotiate, or otherwise make available housing
- Apply different conditions, terms or privileges for sale or rental of dwelling
- Harassment of tenants
- Discourage the purchase or sell of rental
- Falsely deny that housing is available for inspection, rental or sale
- Provide a person different housing services or facilities
- Impose different sales prices or rental fees, use different qualification criteria or applications for the sale or rental of a dwelling
- Create, publish or print any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination
- Failure to complete, or delay the performance of repairs or maintenance

In Mortgage Lending

- Refusal to make a mortgage loan or provide other financial assistance for a dwelling
- Refusal to provide information regarding loans
- Impose different conditions or terms on a loan, such as different interest rates, points or fees
- Discriminate in appraising a dwelling
- Refuse to purchase a loan



THE BASICS OF FAIR HOUSING

Fair Housing

Common Violations to the Fair Housing Act

Marketing Practices

Landlords need to be mindful that marketing materials should only be used to showcase “property features” and amenities, and not contain adjectives or words to outline screening requirements. For example, landlords should not use phrases like “great for elderly couples” as this could be construed as discriminatory against younger single people. Further do not use location references such as “Hispanic neighborhood”. It is good practice to use your Fair Housing logo in all your marketing materials.

Eviction

Tenants often fall victim to Fair Housing violations when it comes to tenant screening. Questions on the application should not ask about physical or mental disabilities, religious background, race or familial status.

Blockbusting

The use of prejudice to instill fear, or panic in order to motivate individuals in a particular area or neighborhood to sell or dispose of their property because of the entrance, or potential entry, of a protected class.

Steering

Using racial, ethnic, or religious criteria in suggesting, recommending, and/or influencing individuals regarding locations for the purchase or rental of a single-family residence or rental dwelling

Occupancy

Landlords need to be mindful of how they market rental occupancy, for instance if a landlord states they can only rent to a family of four because a unit is only two bedrooms, this could be discriminating based on familial status. Landlords need to know the different occupancy limits based on whether individuals are related or unrelated.

Housing Discrimination and Persons Identifying as LGBTQ

A person who identifies as LGBTQ who has experienced (or is about to experience) discrimination may file a complaint with HUD. HUD is committed to investigating violations of the Fair Housing Act against all individuals regardless of their sexual orientation or gender identity.

Sexual Harassment

Sexual Harassment in housing is a form of sex discrimination prohibited by the Fair Housing Act. There are two main types of sexual harassment:

1. Quid Pro Quo - ie. sexual favor for rent;
2. Hostile Environment - unwanted sexual conduct. ie touching, comments, sexting

Redlining

The refusal of lending institutions to make loans for the purchase, construction, or repair of a dwelling because the area in which the dwelling is located is integrated or populated by culturally diverse people.

Rights of Persons with Limited English Proficiency

Under Title VI of the Civil Rights Act of 1964 and the U.S. Supreme Court, recipients of federal financial assistance are required to take reasonable steps to ensure access to their programs and activities by limited English proficient (LEP) persons. Additionally, the Fair Housing Act prohibits national origin discrimination therefore a housing provider may not impose less favorable terms or conditions on a group of residents of a certain national origin by taking advantage of their limited ability to read, write, speak or understand English.

THE BASICS OF FAIR HOUSING

Fair Housing and Disability



Disability Discrimination

A provider cannot discriminate in the terms, conditions, or privileges of the sale/rental of housing accommodations to any person, or in the provision of services/ facilities to any person in connection with the housing accommodations because of a disability of any of the following:

- Make an inquiry as to the nature or severity of an individual's disability.
- Refuse to grant a reasonable accommodation/ modification.
- Otherwise deny or make housing unavailable.

Definition of Disability: Federal laws define a person with a disability as "Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment."

Rights for Disabled Individuals:

It is unlawful for a housing provider to refuse to rent or sell to an individual due to a disability. A housing provider may not impose different application or qualification criteria, rental fees or sales prices, and rental or sales terms or conditions than those required of or provided to persons who are not disabled.

Even if a landlord does not refuse to rent to you, the housing provider may still violate the Fair Housing Act by asking illegal questions about your disability.

What Can you Ask?

The following inquiries may be made of all applicants for the sale/rental of housing accommodations, regardless of whether they have disabilities:

- An inquiry into an applicant's ability to meet the requirements of tenancy (i.e. yard maintenance)
- An inquiry to determine whether an applicant is qualified for housing accommodations (i.e. income)
- An inquiry to determine whether an applicant currently uses a controlled substance
- An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense (i.e. misdemeanor, felony)

REASONABLE ACCOMMODATIONS

Fair Housing



What Are Reasonable Accommodations?

A reasonable accommodation is a change in rules, policies, practices or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling, unit or common place. A housing provider may not refuse to rent to an otherwise qualified individual with a mental disability because he or she is uncomfortable with the individual's disability. Denying a change in rules, policies, practices and services would be a direct violation of the Fair Housing Act because it denies a person housing solely based on their disability.

Making A Request

The tenant is responsible for making requests in writing to the housing provider. You may need to supply supporting documentation as proof of a covered disability. A request must be related to your disability and can be made at any time. Even if you have a disability, you are never required to accept any accommodation not requested or needed.

What To Do If A Request Is Denied

There are only two reasons a housing provider may deny a request for a reasonable accommodation:

- The request creates an undue financial and administrative burden; and/or
- The request would fundamentally alter the nature of the provider's operations.
- If this happens, you may want to contact an attorney or housing advocate to determine if your request is unreasonable.

What exactly is the difference between a reasonable accommodation and a modification?

Under the Fair Housing Act, a reasonable modification is a structural, physical change made to the premises whereas a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service, such as providing an alternate method of rent payment delivery, or agreeing to a longer move-out period at the end of tenancy due to the disability. See the examples on the next page

REASONABLE ACCOMMODATIONS

Fair Housing



Example 1

A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident. The provider must also make the modification of the parking spot to designate it for the tenant.

Example 2

A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant. Strictly speaking, a service animal cannot be considered a pet under such a policy, but the recognition of that service role and exemption of the animal from the pet policy is still an accommodation of the disability.

Can a Housing Provider deny a request for an accommodation without violating the Act?

Yes. A housing provider can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not reasonable.

An instance of it not being reasonable would be if it would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the provider's operations. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs. Because this is so specific to the situation, a denial on these grounds should send you to an attorney to evaluate the basis for the denial and whether it should have been granted.

REASONABLE MODIFICATION

Fair Housing



What are reasonable Modifications?

A reasonable modification is a structural modification that is made to allow persons with disabilities the full enjoyment of the housing and related facilities. Examples of the above would be the installation of a ramp into a building or grab bars in a bathroom. Home modifications are usually made at the tenant's expense. As a housing provider, you may request the following:

- Change the plans
- Require insurance
- Dictate the contractor
- Dictate the type of construction
- Condo, Co-operative and HOAs
- Cannot require removal of any modification in owner's unit
- Cannot require removal of any modification in a public or common use area

Can a reasonable modification be denied?

There are four classes of situations in which a request may legitimately be denied. The first is where granting the request would fundamentally alter the entity's services, programs, or activities. The second is where granting the request would create a direct threat to the health or safety of others. The third is where without the requested modification, the individual with a disability is able to fully use the entity's services, programs, or activities for their intended purpose. The fourth, which applies only to recipients of Federal financial assistance, is where granting the request would cause an undue financial and administrative burden.

ASSISTANCE ANIMALS

Fair Housing



Types of Assistance Animals

Any animal that is recommended to a disabled individual in order to help with his or her disability is an assistance animal. These animals are often referred to as service animals, work animals, therapy pets or companion pets. Although the lingo may be confusing, it is best to know at least the following categories of assistance animals:

- Animals for the physically-impaired;
- guide dogs,
- seizure-alert animals,
- balance support animals
- Animals for the mentally-impaired or elderly;
- therapy animals or companion animals

What Types of Assistance Animals Qualify?

The Fair Housing Act does not specify any particular type of animal in order to qualify as an assistance animal. Assistance animals could be dogs, cats, birds, fish, rabbits, etc. The Act is also silent with respect to breed, weight, and size. Assistance animals are not only exempt from “no pet policies,” but also from pet restrictions. Examples: “No Pets Allowed” “Cats Only”, “Small Animals Under 35 lbs.” A disabled individual shall not be charged a pet deposit or other monthly charge for merely keeping and housing an assistance animal.

What Assistance Animals Do....

Assistance animals are recommended to serve a full spectrum of disability-related needs such as visual, audio, and mobility impairments. However, it is becoming increasingly common for individuals with mental illness or developmental impairments to use assistance animals as a form of alternative therapy.

A seeing-eye dog is an assistance animal that most people recognize. However, there are many more diverse uses for an assistance animal. For example, a therapeutic assistance animal may be recommended for an individual who suffers from anxiety or depression. Therapeutic assistance animals serve to aid the symptoms of a disability in a similar manner as conventional medicine or counseling.

ASSISTANCE ANIMALS

Fair Housing

Validating The Assistance Animal

An individual's decision to utilize an assistance animal instead of receiving a different form of therapy or medication is the private decision between the individual and his or her healthcare provider.

However, the individual and the animal must satisfy all three of the following key requirements in order to be protected under the Fair Housing Act:

1. The individual must have a disability as defined by the Act;
2. The animal must serve a need that is directly related to the disability; and
3. The request to have the animal must be reasonable.

Not all disabled individuals are required to provide documentation to support their disability. The only time that documentation can be requested is when the disability is not obvious or apparent. A housing market professional will ask the disabled individual for documentation to support the disability, as it is defined by the Act, and the need for the assistance animal.

Individuals with assistance animals should be prepared to gather the supportive documentation from their physician, therapist, counselor or other healthcare professionals. A disabled individual does not need to reveal the

- nature or severity of the disability, and it is
- unlawful for a housing provider to ask for such information

A Moment of PAWS and Reflection...

Key points in determining the fair housing protection, rights, and responsibilities of individuals with assistance animals:

- Assistance animals serve to help individuals with physical AND mental impairments.
- Assistance animals are exempt from standard "no pet" policies and pet restrictions.
- Permission to house and keep an assistance animal may be requested as a reasonable accommodation.
- The need for an assistance animal must be documented by a physician, therapist, or other healthcare professional.

CONCLUSION

The Guide to Housing has given you the information you need to navigate the basic process of either renting or buying a home. It cannot answer every question or address every situation you may encounter as part of your housing journey. Whether renting or buying, however, the most important things to remember are:

- **Communication!** Communicate clearly and regularly with your landlord; communicate with your real estate agent, underwriter, inspector, and any other members of your team.
- **Budgeting!** Keep your household finances in good order and review to determine how best to address your budget goals, debt reduction, and credit score for your particular housing needs.
- **Planning!** Buying a home, or even moving to a new rental, requires planning ahead, identifying your goal, and developing a system to achieve it, then sticking to it. This is not only budgeting, but for instance being aware of the notice requirements to end your lease, or application deadlines for down payment assistance programs.

Of course planning can't solve everything, and sometimes the unexpected strikes. Whether you suffer a setback in securing a loan, or discover too late that your neighbors are not friendly, you will certainly find yourself with novel situations and new questions. Call FHRC to speak to a Housing Counselor, a Mortgage Counselor, or to discuss concerns about Fair Housing or repair issues with your landlord. We can direct you to help, or provide assistance with your situation, depending on what you need. Best of luck on your housing journeys!