



Fair Housing Resource Center, Inc.

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Tenant Escrow – Under Ohio law, if a landlord does not make repairs, a tenant may pay their rent to the local municipal court. This process is called “rent escrow”

Escrow Checklist

- Must be current on rent
- Must provide written notice of issues to the landlord
- Must give the landlord a reasonable time (30 days) to fix the issues
- Issues aren't corrected in a reasonable time
- Pay rent on time and in full to the Municipal Court clerk

Your Rent Must be Paid

You cannot withhold your rent in Ohio. If you do, your landlord may file an eviction action against you. The proper process to get repairs made is to follow these instructions to pay rent to the court. And remember, to use the escrow process, you must not be behind in rent.

Notice to Landlord in Writing

You need written documentation that your landlord was aware of the issues and when they were aware of them. This means the notice you give should be in writing and should be signed and dated. You should also keep a copy for your records.

Wait a Reasonable Time

You must give your landlord the opportunity to fix the issues. This means waiting a reasonable time before depositing your rent with the court. Again, the law typically defines “reasonable time” as 30 days.

Put your rent into Escrow

If your landlord does not fix the issues within 30 days, you may pay your rent to the municipal court. Be sure to do this before your rent is due so that it is on time.

- Take a copy of your written notice to your landlord
- Tell the court you want to escrow your rent
- Fill out the form the court provides
- Give the court the form and your written notice
- If you have pictures of the issues, you may also include copies of those in what you give to the court
- Most municipal courts will accept cash, check, or money order for the rental payment
- Be sure to continue paying your rent to the court on time and in full every month until the issues are resolved.

Issues Are Resolved

If the landlord makes the repairs, you must let the court know in writing that the repairs have been made and that you would like to release your rent to your landlord.

Landlord asks Court to Release funds

Your landlord may argue that your rent should not have been put into escrow. Typically, your landlord can ask the court for the money because:

- The repairs were made
- They did not receive notice of the issues
- They need the money to pay essential bills for the property
- The issues were not a violation of law or lease
- There were no issues
- You caused the issues
- You were behind in rent
- You paid your rent to the court late

You must Respond

If your landlord does ask the court to release the rental funds, you will receive a summons and complaint from the court. If you receive a summons and complaint, you must respond within 28 days. If you do not respond, the court may automatically release the funds to your landlord.

- You must send your response to the court and your landlord and/or your landlord's attorney. That information will be on the summons you receive from the court.
- Your response should detail why you believe what the landlord said in their complaint is wrong.
- Your response may also include a "counterclaim."

A counterclaim asks the court for money that you believe is owed to you. For example, if the issues prevented you from using part of your home, you can ask the court for part of your rent back to make up for the loss of use of the space.

Useful Evidence for Escrow

If you do receive the summons and complaint and file an answer, there will be a court hearing scheduled so that a judge can determine what should be done. If a hearing is scheduled, you will need to be able to show the court as much evidence as possible that they should decide the case in your favor. This evidence includes:

- The written notice you sent your landlord
- Pictures of the condition's issues
- Any documents or reports from the health department or building inspectors
- Witnesses to the conditions issues that are willing to testify to the judge

Eviction During Open Escrow Case

It is illegal for your landlord to try to evict you because you paid your rent to the court instead of them. If you get a 3-day notice for non-payment, you should call your landlord and explain that there is an open escrow case and give them the case number.

If the landlord insists that you still owe them the money and follow through with filing an eviction, you have a defense against the eviction action because you paid your rent to the court.

If you receive an eviction complaint from the court after escrowing your rent, you should reach out to an attorney.



If you require assistance with putting your rent in escrow contact our office at 440-392-0147.

Notice of Landlord's Breach of Obligation

Date: _____

To: _____ (Landlord)

Owner or agent of the dwelling at _____

I am a tenant at _____

(address). I reasonably believe that you have breached your obligations under the Ohio landlord-tenant law and / or our rental agreement. I am asking you to correct the following conditions in my rental home.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

If you do not correct these conditions, I may deposit my rent with the Municipal Court and continue to do that every month until you have made the corrections. I may also take any other actions permitted by Ohio law.

Tenant

Delivered by _____ Hand _____ Mail on _____ to the place where I normally pay my rent.
(date)

Tenant: Keep a copy.