

- [Ohio Revised Code](#)
- » [Title \[53\] LIII REAL PROPERTY](#)

Chapter 5321: LANDLORDS AND TENANTS

5321.01 Landlord and tenant definitions.

As used in this chapter:

(A) "Tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

(B) "Landlord" means the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor, or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement.

(C) "Residential premises" means a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances in it, and the grounds, areas, and facilities for the use of tenants generally or the use of which is promised the tenant. "Residential premises" includes a dwelling unit that is owned or operated by a college or university. "Residential premises" does not include any of the following:

(1) Prisons, jails, workhouses, and other places of incarceration or correction, including, but not limited to, halfway houses or residential arrangements that are used or occupied as a requirement of a community control sanction, a post-release control sanction, or parole;

(2) Hospitals and similar institutions with the primary purpose of providing medical services, and homes licensed pursuant to Chapter 3721. of the Revised Code;

- (3) Tourist homes, hotels, motels, recreational vehicle parks, recreation camps, combined park-camps, temporary park-camps, and other similar facilities where circumstances indicate a transient occupancy;
- (4) Elementary and secondary boarding schools, where the cost of room and board is included as part of the cost of tuition;
- (5) Orphanages and similar institutions;
- (6) Farm residences furnished in connection with the rental of land of a minimum of two acres for production of agricultural products by one or more of the occupants;
- (7) Dwelling units subject to sections [3733.41](#) to [3733.49](#) of the Revised Code;
- (8) Occupancy by an owner of a condominium unit;
- (9) Occupancy in a facility licensed as an SRO facility pursuant to Chapter 3731. of the Revised Code, if the facility is owned or operated by an organization that is exempt from taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C.A. 501, as amended, or by an entity or group of entities in which such an organization has a controlling interest, and if either of the following applies:
 - (a) The occupancy is for a period of less than sixty days.
 - (b) The occupancy is for participation in a program operated by the facility, or by a public entity or private charitable organization pursuant to a contract with the facility, to provide either of the following:
 - (i) Services licensed, certified, registered, or approved by a governmental agency or private accrediting organization for the rehabilitation of mentally ill persons, persons with developmental disabilities, adults or juveniles convicted of criminal offenses, or persons suffering from substance abuse;
 - (ii) Shelter for juvenile runaways, victims of domestic violence, or homeless persons.
- (10) Emergency shelters operated by organizations exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C.A. 501, as amended, for persons whose circumstances indicate a transient occupancy, including homeless people, victims of domestic violence, and juvenile runaways.

(D) "Rental agreement" means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one of the parties.

(E) "Security deposit" means any deposit of money or property to secure performance by the tenant under a rental agreement.

(F) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

(G) "Controlled substance" has the same meaning as in section [3719.01](#) of the Revised Code.

(H) "Student tenant" means a person who occupies a dwelling unit owned or operated by the college or university at which the person is a student, and who has a rental agreement that is contingent upon the person's status as a student.

(I) "Recreational vehicle park," "recreation camp," "combined park-camp," and "temporary park-camp" have the same meanings as in section [3729.01](#) of the Revised Code.

(J) "Community control sanction" has the same meaning as in section [2929.01](#) of the Revised Code.

(K) "Post-release control sanction" has the same meaning as in section [2967.01](#) of the Revised Code.

(L) "School premises" has the same meaning as in section [2925.01](#) of the Revised Code.

(M) "Sexually oriented offense" and "child-victim oriented offense" have the same meanings as in section [2950.01](#) of the Revised Code.

(N) "Preschool or child day-care center premises" has the the-same meaning as in section [2950.034](#) of the Revised Code.

Amended by 131st General Assembly File No. TBD, HB 158, §1, eff. 10/12/2016.

Effective Date: 01-01-2004; 10-13-2004; 2007 SB10 07-01-2007

5321.02 Retaliatory action by landlord prohibited.

(A) Subject to section [5321.03](#) of the Revised Code, a landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant's premises because:

- (1) The tenant has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety;
- (2) The tenant has complained to the landlord of any violation of section [5321.04](#) of the Revised Code;
- (3) The tenant joined with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.

(B) If a landlord acts in violation of division (A) of this section the tenant may:

- (1) Use the retaliatory action of the landlord as a defense to an action by the landlord to recover possession of the premises;
- (2) Recover possession of the premises; or
- (3) Terminate the rental agreement.

In addition, the tenant may recover from the landlord any actual damages together with reasonable attorneys' fees.

(C) Nothing in division (A) of this section shall prohibit a landlord from increasing the rent to reflect the cost of improvements installed by the landlord in or about the premises or to reflect an increase in other costs of operation of the premises.

Effective Date: 11-04-1974 .

5321.03 Action for possession by landlord.

(A) Notwithstanding section [5321.02](#) of the Revised Code, a landlord may bring an action under Chapter 1923. of the Revised Code for possession of the premises if:

- (1) The tenant is in default in the payment of rent;
- (2) The violation of the applicable building, housing, health, or safety code that the tenant complained of was primarily caused by any act or lack of reasonable care by the tenant, or by any other person in the tenant's household, or by anyone on the premises with the consent of the tenant;
- (3) Compliance with the applicable building, housing, health, or safety code would require alteration, remodeling, or demolition of the premises which would effectively deprive the tenant of the use of the dwelling unit;
- (4) A tenant is holding over the tenant's term.
- (5) The residential premises are located within one thousand feet of any school premises or preschool or child day-care center premises, and both of the following apply regarding the tenant or other occupant who resides in or occupies the premises:
 - (a) The tenant's or other occupant's name appears on the state registry of sex offenders and child-victim offenders maintained under section [2950.13](#) of the Revised Code.
 - (b) The state registry of sex offenders and child-victim offenders indicates that the tenant or other occupant was convicted of or pleaded guilty to a sexually oriented offense or a child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence for that offense.
- (B) The maintenance of an action by the landlord under this section does not prevent the tenant from recovering damages for any violation by the landlord of the rental agreement or of section [5321.04](#) of the Revised Code.
- (C) This section does not apply to a dwelling unit occupied by a student tenant.

Effective Date: 07-31-2003; 2007 SB10 07-01-2007 .

[5321.031 College or university student tenant rental agreements.](#)

A college or university may terminate a rental agreement with a student tenant prior to the expiration of the term of the agreement and require that the student vacate the dwelling unit only when the termination follows a hearing in which it was determined by the college or university that the student violated a term of the rental agreement or

violated the college's or university's code of conduct or other policies and procedures. The hearing must be preceded by a written notice to the student, must include a right to be heard, and must otherwise comply with the college's or university's procedures for disciplinary hearings. The written rental agreement must specify the conditions under which the rental agreement may be terminated and specify the college's or university's notice and hearing procedures that will be followed in making a determination under this section.

Effective Date: 10-12-1994 .

5321.04 Landlord obligations.

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

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

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

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

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

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

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

Effective Date: 08-22-1990 .

[5321.05 Tenant obligations.](#)

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

(1) Keep that part of the premises that he occupies and uses safe and sanitary;

(2) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;

(3) Keep all plumbing fixtures in the dwelling unit or used by him as clean as their condition permits;

(4) Use and operate all electrical and plumbing fixtures properly;

(5) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;

(6) Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;

(7) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement;

(8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

(9) Conduct himself, and require persons in his household and persons on the premises with his consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

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

(C)

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

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

Effective Date: 08-22-1990 .

[5321.051 Eviction of tenant allowing sex or child victim offenders to occupy premises near school.](#)

(A)

(1) No tenant of any residential premises located within one thousand feet of any school premises or preschool or child day-care center premises shall allow any person to occupy those residential premises if both of the following apply regarding the person:

(a) The person's name appears on the state registry of sex offenders and child-victim offenders maintained under section [2950.13](#) of the Revised Code.

(b) The state registry of sex offenders and child-victim offenders indicates that the person was convicted of or pleaded guilty to either a sexually oriented offense that is not a registration-exempt sexually oriented offense or a child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence for that offense.

(2) If a tenant allows occupancy in violation of this section or a person establishes a residence or occupies residential premises in violation of section [2950.034](#) of the Revised Code, the landlord for the residential premises that are the subject of the

rental agreement or other tenancy may terminate the rental agreement or other tenancy of the tenant and all other occupants.

(B) If a landlord is authorized to terminate a rental agreement or other tenancy pursuant to division (A) of this section but does not so terminate the rental agreement or other tenancy, the landlord is not liable in a tort or other civil action in damages for any injury, death, or loss to person or property that allegedly results from that decision.

Effective Date: 07-31-2003; 2007 SB10 07-01-2007 .

5321.06 Terms and conditions of rental agreement.

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

Effective Date: 11-04-1974 .

5321.07 Failure of landlord to fulfill obligations - remedies of tenant.

(A) If a landlord fails to fulfill any obligation imposed upon him by section [5321.04](#) of the Revised Code, other than the obligation specified in division (A)(9) of that section, or any obligation imposed upon him by the rental agreement, if the conditions of the residential premises are such that the tenant reasonably believes that a landlord has failed to fulfill any such obligations, or if a governmental agency has found that the premises are not in compliance with building, housing, health, or safety codes that apply to any condition of the premises that could materially affect the health and safety of an occupant, the tenant may give notice in writing to the landlord, specifying the acts, omissions, or code violations that constitute noncompliance. The notice shall be sent to the person or place where rent is normally paid.

(B) If a landlord receives the notice described in division (A) of this section and after receipt of the notice fails to remedy the condition within a reasonable time

considering the severity of the condition and the time necessary to remedy it, or within thirty days, whichever is sooner, and if the tenant is current in rent payments due under the rental agreement, the tenant may do one of the following:

(1) Deposit all rent that is due and thereafter becomes due the landlord with the clerk of the municipal or county court having jurisdiction in the territory in which the residential premises are located;

(2) Apply to the court for an order directing the landlord to remedy the condition. As part of the application, the tenant may deposit rent pursuant to division (B)(1) of this section, may apply for an order reducing the periodic rent due the landlord until the landlord remedies the condition, and may apply for an order to use the rent deposited to remedy the condition. In any order issued pursuant to this division, the court may require the tenant to deposit rent with the clerk of court as provided in division (B)(1) of this section.

(3) Terminate the rental agreement.

(C) This section does not apply to any landlord who is a party to rental agreements that cover three or fewer dwelling units and who provides notice of that fact in a written rental agreement or, in the case of an oral tenancy, delivers written notice of that fact to the tenant at the time of initial occupancy by the tenant.

(D) This section does not apply to a dwelling unit occupied by a student tenant.

Effective Date: 10-12-1994 .

5321.08 Rent deposits - duty of clerk of court.

(A) Whenever a tenant deposits rent with the clerk of a court as provided in section [5321.07](#) of the Revised Code, the clerk shall give written notice of this fact to the landlord and to his agent, if any.

(B) The clerk shall place all rent deposited with him in a separate rent escrow account in the name of the clerk in a bank or building and loan association domiciled in this state.

(C) The clerk shall keep in a separate docket an account of each deposit, with the name and address of the tenant, and the name and address of the landlord and of his agent, if any.

(D) For his costs, the clerk may charge a fee of one per cent of the amount of the rent deposited, which shall be assessed as court costs.

(E) All interest that has accrued on the rent deposited by the clerk of a county court under division (B) of this section shall be paid into the treasury of the political subdivision for which the clerk performs his duties. All interest that has accrued on the rent deposited by the clerk of a municipal court under division (B) of this section shall be paid into the city treasury as defined in division (B) of section [1901.03](#) of the Revised Code.

Effective Date: 09-01-1975 .

[5321.09 Landlord application for release of rent.](#)

(A) A landlord who receives notice that rent due him has been deposited with a clerk of a municipal or county court pursuant to section [5321.07](#) of the Revised Code, may do any of the following:

(1) Apply to the clerk of the court for release of the rent on the ground that the condition contained in the notice given pursuant to division (A) of section [5321.07](#) of the Revised Code has been remedied. The clerk shall forthwith release the rent, less costs, to the landlord if the tenant gives written notice to the clerk that the condition has been remedied.

(2) Apply to the court for release of the rent on the ground that the tenant did not comply with the notice requirement of division (A) of section [5321.07](#) of the Revised Code, or that the tenant was not current in rent payments due under the rental agreement at the time the tenant initiated rent deposits with the clerk of the court under division (B)(1) of section [5321.07](#) of the Revised Code.

(3) Apply to the court for release of the rent on the ground that there was no violation of any obligation imposed upon the landlord by section [5321.04](#) of the Revised Code, other than the obligation specified in division (A)(9) of that section, any obligation imposed upon him by the rental agreement, or any obligation imposed upon him by any building, housing, health, or safety code, or that the condition contained in the notice given pursuant to division (A) of section [5321.07](#) of the Revised Code has been remedied.

(B) The tenant shall be named as a party to any action filed by the landlord under this section, and shall have the right to file an answer and counterclaim, as in other civil

actions. A trial shall be held within sixty days of the date of the filing of the landlord's complaint, unless, for good cause shown, the court continues the period for trial.

(C) If the court finds that there was no violation of any obligation imposed upon the landlord by section [5321.04](#) of the Revised Code, other than the obligation specified in division (A)(9) of that section, any obligation imposed upon him by the rental agreement, or any obligation imposed upon him by any building, housing, health, or safety code, that the condition contained in the notice given pursuant to division (A) of section [5321.07](#) of the Revised Code has been remedied, that the tenant did not comply with the notice requirement of division (A) of section [5321.07](#) of the Revised Code, or that the tenant was not current in rent payments at the time the tenant initiated rent deposits with the clerk of court under division (B)(1) of section [5321.07](#) of the Revised Code, the court shall order the release to the landlord of rent on deposit with the clerk, less costs.

(D) If the court finds that the condition contained in the notice given pursuant to division (A) of section [5321.07](#) of the Revised Code was the result of an act or omission of the tenant, or that the tenant intentionally acted in bad faith in proceeding under section [5321.07](#) of the Revised Code, the tenant shall be liable for damages caused to the landlord and costs, together with reasonable attorney's fees if the tenant intentionally acted in bad faith.

Effective Date: 08-22-1990 .

[5321.10 Release of part of rent.](#)

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

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

Effective Date: 11-04-1974 .

5321.11 Failure of tenant to fulfill obligations - remedies of landlord.

If the tenant fails to fulfill any obligation imposed upon him by section [5321.05](#) of the Revised Code that materially affects health and safety, other than the obligation described in division (A)(9) of that section, the landlord may deliver a written notice of this fact to the tenant specifying the act or omission that constitutes noncompliance with the pertinent obligations and specifying that the rental agreement will terminate upon a date specified in the notice, not less than thirty days after receipt of the notice. If the tenant fails to remedy the condition specified in the notice, the rental agreement shall terminate as provided in the notice.

Effective Date: 08-22-1990 .

5321.12 Recovery of damages.

In any action under Chapter 5321. of the Revised Code, any party may recover damages for the breach of contract or the breach of any duty that is imposed by law.

Effective Date: 11-04-1974 .

5321.13 Terms prohibited in rental agreement.

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

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

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

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

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

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

Effective Date: 08-22-1990 .

[5321.131 Display of certain flags.](#)

(A) No landlord shall include any restriction in a rental agreement against, or otherwise prohibit on a tenant's rental property, any of the following:

(1) The display of the flag of the United States or the national league of families POW/MIA flag if the flag is displayed in accordance with any of the following:

(a) The patriotic customs set forth in 4 U.S.C. 5- 10, and 36 U.S.C. 902, governing the display and use of the flag ;

(b) Federal law, state law, or any local ordinance or resolution;

(c) A proclamation of the president of the United States or the governor of the state.

(2) The display of the state flag as defined in section [5.01](#) of the Revised Code if the flag is displayed in accordance with state law, any local ordinance or resolution, or proclamation by the governor of the state ;

(3) The display of a service flag approved by the United States secretary of defense for display in a window of the residence of a member of the immediate family of an individual serving in the armed forces of the United States. A service flag includes a blue star banner, a gold star banner, and any other flag the secretary of defense designates as a service flag.

(B)

(1) A tenant who requests to display the flag of the United States or the national league of families POW/MIA flag at the rental property as provided in division (A)(1) of this section through the use of a flag pole shall contact the landlord with reasonable notice before installation of the flag pole to discuss the following:

(a) Placement in compliance with any local zoning restrictions and the required underground utility service requests (OUPS);

(b) Cost of the materials and installation;

(c) Installation in a workerlike manner if installed at the tenant's request and expense;

(d) Any lighting required to comply with division (A)(1) (a) of this section;

(e) The appropriate size of the flag and flag pole, which shall be consistent with the size and character of the building.

(2) A tenant who requests to display the flag of the United States or the national league of families POW/MIA flag at the rental property as provided in division (A)(1) of this section through the use of a bracket to be permanently affixed to the unit, shall contact the landlord with reasonable notice before installation of the bracket to discuss the following:

(a) Placement in compliance with any local zoning restrictions;

(b) Cost of the materials and installation;

(c) Preferred location of the bracket with installation to be performed in a workerlike manner if installed at the tenant's request and expense;

(d) Any lighting required to comply with division (A)(1) (a) of this section;

(e) The appropriate size of the flag and flag pole, which shall be consistent with the size and character of the building.

(C) A landlord who does not receive the notifications required under division (B) of this section is not liable for any damages, fines, or costs associated with any issues arising from the placement of the flag pole or the bracket by the tenant.

(D) Any violation of this section is against public policy and unenforceable. Any provision of a rental agreement that violates this section is an unconscionable term under section 5 [321.14](#) of the Revised Code.

(E) Nothing in division (B) of this section exempts a tenant from a provision in a lease agreement that requires a tenant, at the termination of a lease, to return the premises in the same condition as they were in when the tenant took possession.

Added by 131st General Assembly File No. TBD, HB 18, §1, eff. 3/21/2017.

5321.14 Unconscionable terms.

(A) If the court as a matter of law finds a rental agreement, or any clause thereof, to have been unconscionable at the time it was made, it may refuse to enforce the rental agreement or it may enforce the remainder of the rental agreement without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.

(B) When it is claimed or appears to the court that the rental agreement, or any clause thereof, may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its setting, purpose, and effect to aid the court in making the determination.

Effective Date: 11-04-1974 .

5321.15 Acts of landlord prohibited if residential property involved.

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

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of

recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

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

Effective Date: 11-04-1974 .

5321.16 Procedures for security deposits.

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

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

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

Effective Date: 11-04-1974 .

5321.17 Termination of tenancy.

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

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

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

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

Effective Date: 08-22-1990 .

[5321.18 Written rental agreement for residential premises provisions.](#)

(A) Every written rental agreement for residential premises shall contain the name and address of the owner and the name and address of the owner's agent, if any. If the

owner or the owner's agent is a corporation, partnership, limited partnership, association, trust, or other entity, the address shall be the principal place of business in the county in which the residential property is situated or if there is no place of business in such county then its principal place of business in this state, and shall include the name of the person in charge thereof.

(B) If the rental agreement is oral, the landlord, at the commencement of the term of occupancy, shall deliver to tenant a written notice containing the information required in division (A) of this section.

(C) If the landlord fails to provide the notice of the name and address of the owner and owner's agent, if any, required under division (A) or (B) of this section, the notices to the landlord required under division (A) of section [5321.07](#) and division (A) of section [5321.08](#) of the Revised Code shall be waived by the landlord and his agent.

Effective Date: 11-04-1974 .

[5321.19 Effect of chapter on municipal ordinances, township resolutions.](#)

No municipal corporation may adopt or continue in existence any ordinance and no township may adopt or continue in existence any resolution that is in conflict with this chapter, or that regulates the rights and obligations of parties to a rental agreement that are regulated by this chapter. This chapter does not preempt any housing, building, health, or safety code, or any ordinance as described in division (A)(9) of section [5321.04](#) of the Revised Code, of any municipal corporation or township.

Effective Date: 09-17-1991 .