Best Rental Practices

A Manual for Lakewood Landlords

www.onelakewood.com

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MEGHAN F. GEORGE
MAYOR

Dear Lakewood Landlord,

Thank you for doing business in Lakewood, Ohio – the "City of Homes." Lakewood's 14,200 rental units accommodate thousands of residents from all walks of life, who add to our city's diversity.

Lakewood has become one of the most sought-after cities for both renters and buyers, and for good reason. Our tree-lined streets, brand new and highly ranked schools, outstanding city services, accessible public transportation, proximity to Lake Erie, the Metroparks, Cleveland Hopkins Airport and Downtown Cleveland make it easy to maintain good tenants. This manual is designed to help you avoid common pitfalls that could hinder your success.

Inside we've focused on five specific educational areas:

- Screening Applicants
- Tips on forming rental agreements
- Crisis Resolution
- The ways our local Police Officers can become involved in landlord-tenant settings
- Your interaction with our Building Officials

While none of this is offered as legal advice, we do hope you will spend some time on each chapter and familiarize yourself with these suggestions on creating harmonious relationships with your tenants and their Lakewood neighbors. Please reach out if you have suggestions of your own at mayor@lakewoodoh.net or by phone (216) 529-6600.

On behalf of my administration, I welcome you and your tenants to Lakewood.

Meghan F. George

Mayor Meghan F. George

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Chapter One

Applicant Screening



COMMON COMPLAINTS:

"People say you should screen your tenants. You can't. The applicants lie about their previous landlord and they give you a fake address and the phone number of their brother. You call up the brother, he plays along and you never discover they were evicted at the last two houses they rented."

"I thought I was calling the previous landlord and it was the applicant's parents and the parents played along. It ended up in eviction, some months later."

"We can't screen tenants worth anything. If you don't do it right, you could be sued for discrimination. So you check to see if they have income and that's it."

PRACTICAL ADVICE:

"I went to a meeting for landlords about these issues. I was surprised most people in the room couldn't understand why they were getting bad tenants. They just couldn't see that there are ways to keep that from happening."

"Most landlords, even some 'pros,' are still practicing the old way of doing things. They take a Social Security number, make one phone call, and rent to the person. Then they wonder where the problems are coming from. Well, the old methods don't work anymore."

"I've just quit relying on character judgment. For managing rental property, it doesn't work. I have a set application process, written down. Applicants must meet all the criteria. If they do, I rent to them. If they don't, I don't. It is simple, legal, and fair. At this point, every one of my properties has good people in it."

"Many landlords are frightened of the fair housing laws. Some believe they can't screen at all. If landlords establish a fair screening procedure and follow it equally for each applicant, they will have a very strong case against discrimination lawsuits."

"When I call previous landlords to verify an applicant's record, most are surprised to get a screening call from another landlord. Apparently it happens too rarely."

The Basics

An ounce of prevention ... Attract honest tenants, while discouraging dishonest applicants from applying. Have a backup system to help discover if a dishonest person has applied. Use a process that is legal, simple and fair.

Overview

There are three ways to screen out potentially troublesome tenants:

- **Encourage self-screening.** Set up situations that discourage those who are dishonest from applying. Every tenant with a troublesome rental history who chooses not to apply is one more you don't have to investigate.

- **Uncover past behavior.** More often than not, a thorough background check will reveal poor references, an inconsistent credit rating, or falsehoods recorded on the application.

- **Use professional tenant screening services**. Save yourself time, headaches, and costs. Utilize professional screening services, which can obtain background information, conduct criminal and credit checks, contact previous landlords for you, and more. These services are surprisingly affordable.

The goal is to weed out applicants with a history of irresponsible and/or illegal behavior as early as possible. That will save you time, money, and all the entanglements of getting into a legal contract with people who may damage your property and harm the neighborhood.

For the following steps to be most effective, it is just as important that applicants actually read and understand the rules and the process as it is that you implement the process in the first place. Implementing elements of the following suggestions may help protect you legally. Making sure an applicant knows your commitment to the process may help prevent problems before they have a chance to grow.

Also, a word of caution: If you are looking for a one-step solution, you won't find it here. There are no "magic" phone numbers you can call to get perfect information about applicants and their backgrounds. Effective property management requires adopting an approach and attitude that will discourage illegal behavior, while encouraging the stabilization, and then growth, of your honest tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

Written Tenant Criteria: What to Tell Potential Tenants

Many attorneys recommend developing written rental criteria and attaching a copy of those criteria to every application you give out. If you have a rental office, you should also post a copy of the criteria there.

If you are going to use written criteria, remember to have applicants read the document. Posting information alone is of limited prevention value unless applicants know it is there.

The following is intended as a "generic" example of information a manager might post and direct each applicant to read. The intent is to encourage every honest tenant to apply, while providing dishonest applicants with an early incentive to seek housing elsewhere. Every drug dealer who doesn't apply, for instance, is one more you don't have to deal with.

By itself, this information will scare off only a few people involved in illegal activity. Most have heard tough talk before. Many expect landlords to be too interested in collecting rent to care about applicant screening. It is important to follow through in word and action — continually reinforce the point that you enjoy helping honest tenants find good housing by carefully screening all applicants, and then *actually screen them*.

The following is an example intended to show various types of rules that might be set. You should adjust the criteria as appropriate for your own needs. Whatever criteria you set, have them reviewed by an

attorney familiar with fair housing law, Ohio landlord-tenant law and related issues before you post them.

Sample Written Tenant Criteria

Introduction. Here it is important to "set the tone" for your applicants — make sure that good applicants want to apply and that bad applicants may begin to think twice. Here's one approach:

> *We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal and/or irresponsible activity. To that end, we have a thorough screening process.*
>
> *If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area are being screened with equal care, and as a result, there may be a reduced risk of illegal activity occurring in the area.*
>
> *Please review our list of criteria. If you feel you meet the criteria, please apply.*
>
> *Please note that we provide equal housing opportunity: we do not discriminate on the basis of race, color, religion, sex, gender, disability, sexual orientation, ancestry, handicap, familial status, national origin, or gender identity or expression.*

Screening criteria. Let the applicant know what you'll be looking for.

> ***A complete application.*** *One for each adult (18 years of age or older). If a line isn't filled in, or the omission explained satisfactorily, we will return it to you.*

This criterion helps to make sure that every application has enough information for you to make an informed decision. One of the simpler methods for hiding one's financial history is to "forget" to fill in one's Social Security number or date of birth on the application form. Without a name, Social Security number, and date of birth, credit checks cannot be run. To the person contemplating illegal and/or irresponsible activity, this requirement will communicate a very basic message — that you will actually screen your applicants. That message alone will turn away some.

This rule also allows you to receive an application from *each* roommate and not just the one with the good rental history. People involved in illegal activity may have friends and roommates who still have clean credit or a good rental history. The obvious approach for such people is to have the person with the good rental history apply and then follow that person into the unit. You have a right to know who is planning to live in the unit, so require an application and verify the information for each person.

> ***Rental history verifiable from unbiased sources.*** *If you are related by blood or marriage to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require: a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant screening criteria) or an additional security deposit of X amount.*
>
> *It is your responsibility to provide us with the information necessary to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.*
>
> *If you owned — rather than rented — your previous home, you will need to furnish mortgage company references and proof of title ownership or transfer.*

Variations of this rule have been used by many landlords to address the issue of renting to those who do not have a rental history or those who say "I last rented from my mother (or father, aunt, or uncle)." This makes it harder for a dishonest applicant to avoid the consequences of past illegal behavior — while loyal

relatives may *say* a relation is reliable, they might think twice about co-signing if they know that isn't true.

If requiring a co-signer seems unwieldy for your type of rentals, you may want to offer a different option: require additional pre-paid rent or security deposit from people who don't have a verifiable rental history.

> ***Sufficient income/resources.*** *If the combination of your monthly personal debt, utility costs, and rent payments will exceed X% of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement (or an additional deposit of X amount). If the combination exceeds X+Y% of your monthly income, your application will be denied.*
>
> *We must be able to verify independently the amount and stability of your income. (For example: through pay stubs, employer/source contact, or tax records. If self-employed: business license, tax records, bank records, or a list of client references.) For Housing Choice Voucher Program applicants, the amount of assistance will be considered part of your monthly income for purposes of figuring the proportion.*

You can, and should, verify self-employment. Prospective tenants without current employment may describe themselves as self-employed on the assumption that you will have to take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license, or other verification.

It may also be appropriate to remove income requirements for Housing Choice Voucher Program applicants since your local Public Housing Agency (PHA) will have already determined the amount of subsidy based on ability to pay. Also, in some areas of the country it may not be legal to screen a subsidized tenant on the basis of amount of income. Note also that some landlords include a condition for those applicants who do not have a regular monthly income, but do have substantial savings on which to draw. Landlords who set such guidelines often define a minimum cash net worth (described as a multiple of the monthly rent) for people in this category.

> ***Two pieces of ID must be shown.*** *We require a photo ID (a driver's license or other government issued photo identification card) and a second piece of ID as well. Present with completed application.*

This is a simple and effective rule. Note that the second piece of identification does not have to be very "official" — generally, a credit card, student ID card, or many other types of cards will do. The issue is that a person who carries false identification may not have *two* pieces of false ID with the same name on it.

> ***False information is grounds for denial.*** *You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.*

If your applicants are not honest with you, you may turn them down. It's that simple.

> ***Criminal convictions for certain types of crimes will result in denial of your application.*** *You will be denied rental if, in the last X years, you have had a conviction for any type of crime that would be considered a serious threat to real property or to other residents' peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.*

This criterion is more controversial than it may seem, because people who have completed their prison terms need a place to live. Don't use this requirement as a crutch — many problem tenants haven't yet been convicted of a crime. In addition, few people who are planning to use a rental for illegal activity, whether or not they have a criminal record, will have a verifiable, clean rental history. If you are performing the other recommended screening steps conscientiously, this criterion will often be unnecessary.

Certain court judgments against you may result in denial of your application. *If, in the last X years, you have been through a court ordered eviction, or had any judgment against you for financial delinquency, your application will be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified, and you provide a qualified co-signer on your rental agreement.*

Although, in most cases, you may turn down applicants who have been through a recent court-ordered eviction, we recommend maintaining flexibility for some instances. After all, some evictions are not deserved. It also seems inherently more fair to give people who have made a single mistake the chance to improve.

Poor credit record (overdue accounts) may result in denial of your application. *Occasional credit records showing payments within 30 to 60 days past due will be acceptable, provided you can justify the circumstances. Records showing payments past 90 days are not acceptable.*

If you are renting property, you are effectively making a loan of the use of your property to your tenant. Banks don't loan money to people with poor credit. You don't have to loan the use of your property either. Note that the numbers of days listed here are just one example. The limits you set may be different.

You may also want to have exceptions for specific types of bills. For example, you might wish to allow exceptions if the only unpaid bills are for medical expenses. However, regardless of what other exceptions you define, remember that it is a very poor idea to accept tenants who have a history of not paying previous landlords — if they didn't pay the last landlord, they may not pay you either.

Poor references from previous landlords may result in denial of your application. *You will be turned down if previous landlords report significant complaint levels of noncompliance activity such as: repeated disturbance of the neighbors' peace; reports of prostitution, drug dealing, or drug manufacturing; damage to the property beyond normal wear; reports of violence or threats to landlords or neighbors; allowing persons not on the lease to reside on the premises; failure to give proper notice when vacating the property.*

Also, you will be turned down if a previous landlord would be disinclined to rent to you again for any reason pertaining to lease violating behavior of yourself, your pets, or others allowed on the property during your tenancy.

While it may seem obvious to obtain references from previous landlords, make sure you follow-up. Try to get at least two references for each prospective tenant.

There is a $X earnest deposit, conditionally refundable. *If you are accepted, the deposit will be applied to your security deposit. If you withdraw your application after we have incurred screening expenses, we will not refund your deposit. In all other cases, the deposit will be refunded.*

The key is to assure that every applicant who does apply is committed to renting the unit. That way the landlord doesn't waste time and money screening those who are not planning to rent. Also, this requirement may discourage some people involved in illegal activity from applying.

If you use a provision such as this, give each prospective tenant a receipt that reflects the amount of the deposit and the terms under which it is refundable and/or credited toward the security deposit.

We will accept the first qualified applicant.

In the interests of ensuring that you meet the requirements of fair housing law, this is the best policy to set. Take applications in order, noting the date and time on each one. Start with the first application. If that applicant meets your requirements, go no further — offer the unit to the first applicant. This is the most fair policy you can set, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified applicants.

Rental agreement. Some landlords give a copy of the rental agreement to each prospective tenant along with their screening requirements. The key is to make sure that each applicant is aware of the importance you place on the rental agreement. In addition, you may want to set a procedure to ensure that every applicant is aware of key elements of the agreements that limit a tenant's ability to allow others to move onto the property without the landlord's permission. One approach:

> *If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it. In particular, in addition to other important requirements, please note that your rental agreement will:*
>
> - *Require that you prevent all household members, guests, and visitors from engaging in any lease violating behavior.*
> - *Forbid you and any member of your household, or your guests, from engaging in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the property.*
> - *Limit your ability to allow guests to stay for long periods without the advance permission of the landlord.*
> - *Provide that serious or repeated violations of the lease requirements on these items, or any other item addressed by the rental agreement, will result in termination of your rental agreement.*
> - *Please read the entire rental agreement carefully, as we take each part of the agreement seriously. The agreement has been written to help us prevent illegal and/or irresponsible behavior from disturbing the peace of our rental units and to help make sure that our tenants are given the best housing we can provide.*

Other forms and procedures. At this point, you may want to post information, as applicable, about waiting list policies, security deposits, prepaid rent, pet deposits, check in/check out forms, smoke detector compliance, and other issues relating to rental of the unit.

Regarding 'Borderline' Applicants

The preceding criteria include a number of examples where exceptions are made in borderline cases if the applicant can provide a co-signer. Alternately, some flexibility can also be introduced by setting rules that require borderline applicants to provide larger deposits or more prepaid rent. Introducing such flexibility to your application process can make sure, for example, that you do not turn down good applicants who have a single, justifiable problem on their credit report. Use of such borderline conditions can result in a more fair process for your applicants as well. As with all aspects of managing rental housing, apply your policies for borderline applicants consistently regardless of the protected class of the applicant.

If you do decide to impose a security deposit on a tenant that is over one month's rent, be aware that under Ohio law you are required to pay five percent interest per year to the tenant on the amount in excess of one month's rent.

Application Information: What to Include

The best approach is to avoid reinvention of the wheel — contact a local legal publishing company, a rental housing association, or your own attorney for copies of appropriate forms. Whether you are using application forms or rental agreements, make sure you have forms that were designed specifically for the laws that govern your area and are up-to-date with any recent changes.

1. **Standard requirements.** These requirements, and others, will be on many standard forms:

   - Full name, including middle.
   - Date of birth.
   - Driver's license/ID number, and state.
   - Social Security number (you'll need it for the credit check).
   - Name, date of birth, and relation of all people who are going to occupy the premises.
   - Name, address, and phone number of past two landlords.
   - Income/employment history for the past year. Income/salary, contact/supervisor's name, phone number, address. If self-employed, ask for copy of business license, tax returns, bank records, or client references. Make sure you make allowances for disabled individuals by, for example, treating disability income from SSI or SSDI as you would employment income.
   - Additional income — it is only necessary to list income that the applicant wants included for qualification.
   - Credit and loan references. Auto payments, department stores, credit cards, other loans.
   - Bank references. Bank name, account number, address, phone number.
   - AS APPROPRIATE: Name and phone number of a relative to call in case of emergency; information about pets and deposit rules; other information required for application.

2. **Criminal history.** The following question is not typically on standard forms, but could be added. If you are going to use it, make sure you include it on all application forms and not just some of them.

   "In the last X years, have you, or any other person named on this application, been convicted for dealing or manufacturing illegal drugs?" (You could also ask about other types of crime that would constitute a threat to the health, safety, or welfare of other tenants or neighbors — burglary, robbery, sexual assault, and child molestation are common examples.)

   Of course, if they do have a conviction, they may lie about it. However, if you discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy. Also, it is one more warning to dishonest tenants that you are serious in your resolve.

3. **What not to include.** Under Ohio law, it is unlawful to make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or entries concerning race, color, religion, sex, familial status, ancestry, handicap, or national origin in connection with the sale or lease of any housing (ORC §4112.02(H)(8)). The only exceptions to this provisions are making inquiries or keeping records to comply with the Ohio civil rights statute (usually in response to a previous complaint and/or lawsuit) and making inquiries regarding handicaps or disabilities if one is offering housing specifically designed for disabled individuals (ORC §4112.02(H)(8) and (17)).

   Under Lakewood law, it is unlawful to refuse to rent to, discriminate against, or tailor advertising to prohibit any person from renting because of race, color, religion, gender, sexual orientation, ancestry, handicap, familial status, national origin, or gender identity or expression (LCO §516.04).

About Fees and 'Application Deposits'

Some landlords charge an application fee to defray the cost of screening. Others require an earnest money deposit at the time of application to make sure the applicant is serious about renting the unit. While policies vary, most stipulate that if the applicant is accepted, but chooses not to rent the apartment, the fee or deposit will not be refunded. The value of charging a fee or collecting a deposit with the application is preventive:

- **Fees and deposits can promote "self-screening."** People who are planning illegal activity may recognize your charging a fee as further indication of your commitment to screen carefully. Further, such a policy can discourage those who plan on filling out multiple applications, waiting to set up a drug operation with whichever landlord accepts them first.

- **Fees and deposits can save time.** You will spend less time screening people who then decide not to rent from you. Also, with a financial commitment involved, an applicant might take an extra few minutes to make sure every line on the application is filled in completely and accurately — making your verification process that much easier. Your best investment of the time you save? Spend it screening each applicant more thoroughly.

Charging an earnest money deposit, or an application fee, is not for everyone. However, if you choose to use such a policy, we suggest the following approach as a fair "earnest fee" policy:

- **Keep it reasonable.** For example, charge enough to cover the direct out-of-pocket costs of screening a single applicant, but not more (e.g., the cost of a credit check or the amount you pay a screening company). Remember, the major value in charging an application fee or collecting a deposit is to make sure the applicant is committed to renting the unit — the fee won't necessarily cover all costs you incur to screen applicants.

- **Keep it fair.** Return fees or deposits to all honest applicants who were not given the opportunity to rent the unit. Return the money even if you incurred some screening costs on those applicants. If honest applicants are required to pay a fee even when they are not offered an apartment, the cost of just finding housing can become prohibitive.

For more information about fee and deposit policies — as well as guidance on appropriate forms to use — contact a local property management association or an experienced landlord-tenant attorney. For those who are running multi-family units, you may also wish to consult those same sources about a related issue — how to implement a fair waiting list policy for qualified applicants who are willing to wait for an available unit.

How to Verify Information

Many landlords are surprised to receive calls from other landlords inquiring about the quality of a past tenant. Apparently it doesn't happen often enough. As one landlord put it, "you can spend $100 in time and money up front or be stuck with thousands later." As another put it, "99 percent of these problems can be avoided through effective screening. There is no better investment you can make."

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in bold letters, should be done every time. If you implement no other recommendations in this manual, implement these:

1. **Compare the ID to the information given.** Make sure the photo ID matches the applicant and the information matches that given on the application form. If the picture, address, and numbers don't match the application information, find out why — you may have cause to turn down the application.

Unless obvious inconsistencies can be explained and verified to your satisfaction, you don't have to rent to the applicant.

2. **Have a credit report run and analyzed.** A credit report will provide independent verification of much of the application material. You can find out about past addresses, court ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start. Here are your options:

   - Join a credit bureau directly. If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that even some very large management companies go through associations or contract with applicant screening firms to gain the benefit of their outside expertise.
   - Have a third party pull the report and offer interpretation. If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, contact an applicant screening firm or local rental housing association for assistance. Services vary from organization to organization and you should shop for the organization that best meets your needs. At one end of the spectrum are organizations that handle the entire applicant screening process for you. At the other end of the spectrum are organizations that simply pull the reports and mail you a copy. There are many variations in between.

3. **Independently identify previous landlords**. The most important calls you make are to the previous landlords. The best indicator of a tenant's future behavior is his or her past behavior. To begin, verify that the applicant has given you accurate information:

   - Verify the past address through the credit check. If the addresses on the credit report and the application don't match, find out why. If they do match, you have verification that the tenant actually lived there.

   - Verify ownership of the property through the tax rolls. Call the county auditor or tax assessor, or check by visiting them online, to get the name and address of the owner of the property from whom the applicant previously rented. (Title companies and real estate brokers typically have ready access to this information as well.) If the name matches the one provided by the applicant, you have the actual landlord.

   - If the name on the application doesn't match with tax rolls, it could still be legitimate — sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract, or a management company has been hired to handle landlord responsibilities. But most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls should be familiar with the name of person who is listed — so ask when you call.

   - If possible, cross check the ex-landlords' phone number. This will uncover the possibility of an applicant giving the right name, but a different phone number (e.g., of a friend who will pretend to be the ex-landlord and vouch for the applicant). If the owner's number is unlisted, you will have difficulty verifying the accuracy of the number provided on the application. The local phone company may be willing to give you the name of the person who uses the number on the application, although in most cases they won't.

   - Now you have verified the landlord's name, address, and perhaps even phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the previous landlords.

- Remember, if the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before that — the one who is no longer involved with the tenant. Be sure you locate and talk to a past landlord with no current interest in the applicant.

- Have a prepared list of questions that you ask each previous landlord. Applicant verification forms — generally available through rental housing associations or through legal publishing companies — give a good indication of the basic questions to ask. You may wish to add other questions that pertain to your screening criteria. In particular, many landlords we spoke with use this question: "If given the opportunity, would you rent to this person again?"

- Also, if you suspect the person is not the actual landlord, ask about various facts listed on the application that a landlord should know — the address or unit number previously rented, the zip code of the property, the amount of rent paid. If the person is unsure, discourage requests to call you back — offer to stay on the line while the information is looked up.

4. **Get co-signers if necessary.** If the applicant meets one of your defined "borderline" criteria — such as having rented from a relative previously — and you have posted the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up a document you can use for such purposes.

5. **For Housing Choice Voucher Program (Section 8) renters**, hand deliver a written request for information to your local Public Housing Agency. Contact the Cuyahoga Metropolitan Housing Authority and/or the Parma Public Housing Agency for details about the process. In a nutshell, once you have a signed release from the applicant, you may be able to verify information on the application with that contained in the Public Housing Agency's files.

6. **Verify income sources**. Call employers and other contacts using phone numbers from the directory. If an applicant is self-employed, get copies of bank statements, tax returns, business licenses, or a list of client references. As was noted above, if an applicant does not list employment but states that he or she receives disability benefits, do not make inappropriate inquiries into his or her disability. Treat these disability payments as you would employment income, verifying that they are adequate to meet your income requirements and that the person is actually receiving them.

7. **Consider checking for criminal convictions and evictions**. Outcomes of court proceedings are generally public record and as such can be obtained through the local court system.

   - Your chances for getting verifiable information are best if you have the applicant's name, date of birth, social security number, and current address.

   - One cautionary note: many attorneys advise that conviction — but not arrest — may be used as a basis for rejecting an applicant. Patterns of arrest have proved to be discriminatory against protected classes and, as such, would be inappropriate to use as a screening criterion.

   - Finally, resist the urge to rely too heavily on this screening technique — there are many drug criminals who have not yet been convicted of a crime.

   - Good websites to check: cpdocket.cp.cuyahogacounty.us/TOS.aspx (for state court civil and criminal matters) and www.lakewoodcourtoh.com/casesearch.html (for municipal court matters).

8. **Verify all other information according to your screening criteria**. Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through your local phone book or long distance directory assistance.

A Note About Hiring Employees

Many rental property owners hire employees to assist with tenant screening, routine maintenance, and other tasks. It is critical that resident managers and other "agents" of the landlord be screened even more thoroughly than applicants for tenancy. In general, when an employee breaks the law while on duty, both the employee and the employer can be held responsible by the party that is harmed by the action. When the employee violates an element of rental housing law, the liability you will hold for employee misbehavior should be reason enough for extra screening efforts.

One screening tool that you will want to seriously consider for job applicants is a criminal conviction check, even if you don't check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Also, be sure they understand, and follow, the requirements of fair housing laws.

Local fair housing organizations often provide free or low-cost trainings on fair housing laws for landlords, as do apartment owner's associations and others. Seek out these resources and have managers and other employees attend refresher courses periodically to ensure that you are up-to-date on the latest developments.

How to Turn Down an Applicant

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely reject an applicant who does not meet your guidelines. Opinions vary regarding the amount of information that is required to be given to an applicant who is denied a rental unit. (Note: if you are managing public housing or publicly subsidized units, your disclosure requirements may be greater than the ones described here.) We recommend, at the minimum, following the guidelines defined by the federal government in the Fair Credit Reporting Act for denial of credit.

The following is intended as a general overview of how it works for two different types of applicant rejections. See the law itself for an exact description:

1. If the rejection is based on information, in whole or in part, from non-paid sources (the word of a previous landlord, for example):

   While you are not required to disclose immediately your reason for rejecting applicants in these situations, you are required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response from you, within a reasonable period of time, disclosing the nature of the information upon which the adverse decision was made.

   Sample wording: *"Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision within a reasonable period of time."*

   Of course, if you receive such a request, then report the nature of the information upon which the adverse decision was based. Again, if your screening criteria are free of illegal discrimination and you have applied your criteria consistently, then you may safely reject applicants who do not measure up.

   Note this small additional requirement if the rejection is based on information from an person who is your "affiliate" (e.g., a co-worker or co-owner): The process is identical to that described above, except that the required response time is specifically stated: 30 days or less from the date the landlord receives the rejected applicant's written request.

Of course, when possible, keep it simple. For example, if you are turning down an applicant simply because you accepted an earlier applicant, just say so. Or, if one look at the application indicates that the person doesn't have nearly enough income to rent the unit, don't make the applicant wait a week to find out — again, just say so.

2. If the rejection is based, in whole or in part, on information from a credit report, screening company, or other organization that you pay to provide screening information:

   Because of the potential for abuse of, or misinformation in, credit reports, the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a "consumer reporting agency." While the information may be provided orally, it is a good idea to give written notification just to make sure your are in full compliance with the Act. The following is only intended as a brief orientation. The screening company or other consumer reporting agency you work with should be able to answer your questions and provide you with a simple, written form to help ensure your are in full compliance with the Act.

   In situations where adverse decisions are based, in whole or in part, on information from a consumer credit report, a landlord is required to provide the rejected applicant all of the following information:

   - Notice of the rejection. Sample wording: "Based on information we have received from your credit report (or other paid source) you do not meet our written rental criteria and we have therefore chosen to deny your application for tenancy."

   - The name, address and telephone number (including a toll-free number if the agency is one that keeps nationwide consumer files) of the consumer reporting agency used that furnished the information.

   - That the consumer reporting agency did not make the decision to reject the applicant and therefore it is likely that they will not be able to explain the reason for the adverse decision.

   - That the applicant has the right to contact the consumer reporting agency within 60 days to receive a free copy of their report.

   - That the applicant has the right to dispute the accuracy or fairness of information in a consumer report furnished by the consumer reporting agency.

   (Note: Have applicants get a copy of their consumer report directly from the credit reporting agency, rather than, for example, providing the applicant with a photo-copy of the report you received.)

Again, in the interests of proving you have met disclosure requirements, you may want to hand out an information sheet with the disclosure process described and appropriate addresses provided. Contact a local property management association for more details, and again, check your local law for additional disclosure requirements.

Other Screening Tips and Warning Signs

Consider using an "application interview." Some landlords have started conducting a brief oral interview, often at the same time they accept the written application. Landlords who use this approach find it has these advantages: First, applicants don't know which questions are coming, so it is harder to make up a story — something that shouldn't bother an honest applicant but may uncover a dishonest one. Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number or middle name without having to look it up.

The interview involves, at minimum, making sure the applicant can repeat basic information requested on the application form without reading it. For example, the landlord might ask the applicant to verify his or her full name, current phone number, current address, and other pieces of information that most honest applicants will be familiar with without having to look up.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class — e.g., a handicap that causes a speech problem, or possibly language skills associated with a particular national origin.

If you choose not to use an interview approach, at minimum observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they should know where they live now, or just came from. Generally, honest applicants can remember their last address, the name of their current landlord, and other typically "top-of-mind" facts about their life.

Consider a policy requiring applications to be filled in on site. Some property managers require all application forms to be filled in on the premises — an applicant may keep a copy of their form only after it has been filled in, signed, and a copy left with the landlord or manager. Applicants who are unsure of some information should fill in what they can and come back to fill in the rest. Such a policy should not be a barrier to honest applicants — in most cases, they would have to return to bring back the signed application anyway. However, the policy can dampen the ability of dishonest applicants to work up a story.

Assuming you have communicated your commitment to keeping illegal activity off your property, such a rule may also allow dishonest or dangerous applicants to exit with minimal confrontation — without an application in hand they are less likely to pursue making up a story and, once off the premises, they may simply choose not to return.

Again, if you use such a policy, make sure it includes making reasonable accommodation for people whose particular handicap, or other protected characteristic, would otherwise result in the policy being a barrier to application.

Watch for gross inconsistencies. When an applicant arrives in a brand new, luxury sports car and fills out an application that indicates a very low income, something may not be right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant if the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities — for example if the applicant is paying out much more per month to service credit card debts than the applicant is taking in as income, something isn't right). Many don't realize it, but unless such a decision would cause a disproportionate rejection of a protected class (e.g., race, color, religion, and others) the law allows room to make such judgment calls.

While you may not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status (the presence of children), gender, gender expression or identity, or sexual orientation, you may discriminate on the basis of many other factors, provided the effect is not a disproportionate denial of a protected class. If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don't assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

Be aware that people involved in illegal activity may use "fronts" to gain access to your property. You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in, boyfriends, girlfriends, or other acquaintances or family members move in and begin dealing drugs and generating other crime or nuisances. In some cases, the people you thought you rented to don't move in at all — after using their good references to rent the unit, they give the key to others, for a

fee. Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes the greatest degradation in the quality of life in rental housing communities — both public and private.

Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests, and if they cannot, they should ask for help quickly. Further, most rental agreements specify that only people named on the agreement are allowed to use the unit as their residence. Make sure such a stipulation is in your rental agreement, point it out to all applicants, and emphasize that having another person move in requires submitting that person's application and allowing you to check references before permission is granted. If you make it clear you are enforcing these rules only to prevent inappropriate an/or illegal activity, you may scare away potential drug dealers, but keep good renters feeling more protected. You may further calm concerns of good renters if you assure them that you will not raise the rent because an additional person moves in. For more about this issue, see Rental Agreements.

Watch out for Friday afternoon applicants who say they must move in that very weekend. Applicants know that you may not be able to check references until Monday, by which point they will already be in the rental unit. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short run? Yes. Will it save you money in the long run? Absolutely.

Observe the way applicants look at the unit. Do they check out each room? Do they ask about other costs, such as heating, garbage service, and others? Do they mentally visualize where the furniture will go, which room the children will sleep in, or how they'll make best use of the kitchen layout? Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning an honest living care about their home and often show it in the way they look at the unit. Some who rent for illegal operations forget to pretend they have the same interest.

Also, if the applicant shows little interest in any of the property except the electrical service, take note — both meth labs and marijuana grow operations can include rewiring efforts.

Consider alternate advertising methods for your property. Houses that are within a few miles of colleges or business parks may be desirable housing for students or professionals. Some landlords have found success in posting advertising at such locations, thus targeting people who already have a credible connection with the community.

If you are going to consider such an approach, keep in mind that fair housing guidelines apply in all aspects of managing rental housing, including advertising selection. Advertising through community colleges only may be acceptable, because such colleges typically enroll a broad cross-section of the community. But, for example, it would be inappropriate to advertise exclusively through a church newsletter or through the newsletter of a private club whose membership is not representative of the greater community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.

Consider driving by the tenant's current residence. Some property managers consider this step a required part of every application they verify. A visual inspection of applicants' current residences may tell you a lot about what kind of tenants they will be.

Announce your approach in your advertising. Some landlords have found it useful to add a line in their advertisements announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply in the first place. Select your wording with care — you don't want to use phrasing that in your community might be interpreted as "code" for telling a protected class that they need not apply. Again, it is important to make sure that the opportunity to apply for your units — and to rent them if qualified — is open to all people regardless of race, color, religion,

sex, disability, national origin, familial status, and sexual orientation.

Fair Housing Laws

Landlords are sometimes confused over how much right they have to turn down applicants. A few even believe that civil rights laws require them to accept virtually any applicant. Through a combination of rumor and anecdote, some landlords have developed a belief that fair housing laws were either designed to, or have been twisted into, a plan to trap unwary landlords by tenants, fair housing organizations, and unscrupulous plaintiffs' attorneys.

However, as is discussed below, most provisions of federal, state, and local fair housing laws are relatively straightforward, and landlords who do not intentionally discriminate have little or nothing to fear. On April 11, 1968 President Lyndon B. Johnson signed the Fair Housing Act Law, which prohibits discriminating based on race, color, religion, and national origin. In 1974, the law included persons with disability and families with children. The purpose of fair housing laws is to counteract the effects of housing discrimination in our society.

Civil rights laws are designed to protect the way applicants are screened, to make sure that all qualified applicants feel equally invited to apply, and to ensure that people are not treated unfairly based on certain "protected" characteristics once they have become tenants.

Laws prohibiting discrimination in housing are found at the federal, state, and, in some jurisdictions, local level. Which law or laws apply in a given situation depend on where the property in question is located and/or where the alleged discriminatory act took place. In addition to the Fair Housing Act, 42 U.S.C. §3601 *et seq*., plus state and local fair housing laws, there are a number of other federal statutes that provide protection to individuals from discrimination in housing and related areas. These statutes include the Civil Rights Act of 1866 (42 U.S.C. §1981 and §1982), the Americans with Disabilities Act (ADA) (42 U.S.C. §1201, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), and the Housing and Community Development Act (42 U.S.C. §1437, et seq.).

Ohio's fair housing law is codified at O.R.C. §4112.02(H). In Lakewood, Chapter 516 of the Codified Ordinances governs local fair housing. For copies of local fair housing laws in other jurisdictions, consult the city, village, township, or county in which the property is located. A chart with local fair housing laws in northeast Ohio is updated annually and available from the Housing Research & Advocacy Center at www.thehousingcenter.org.

Overview of fair housing law. Laws prohibiting housing discrimination exist on the federal, state, and, in some jurisdictions such as Lakewood, local level. While these laws differ in some respects, what follows is a summary of the laws that affect all properties located in Lakewood.

All of these fair housing laws apply to "dwellings," which are defined as any building or structure (or part of a building or structure) that is occupied as, or designed or intended for occupancy as, a residence as well as vacant land intended for construction of such a building or structure (see 42 U.S.C. §3602(b)).

Because fair housing laws were designed to address housing discrimination, they do not cover property not designed for a residence, such as commercial property used for restaurants, dry cleaners, and other commercial establishments. In addition, certain residential properties are exempted from coverage of certain portions of these laws, including property designed for older persons and certain non-commercial property owned by religious organizations and private clubs.

However, virtually all houses, apartments, condos, co-ops, and other similar properties will be covered by the provisions of these statutes. Under fair housing laws, it is unlawful, on account of one of the classes (see box below) protected by the statutes, to:

- refuse to sell or rent a dwelling;
- refuse to negotiate for the sale or rental of a dwelling;
- otherwise make unavailable or deny a dwelling;
- discriminate in the terms, conditions, or privileges of the sale or rental of a dwelling;
- discriminate in the provision of services or facilities in connection with a dwelling;
- make discriminatory advertisements or statements with respect to the sale or rental of a dwelling;
- indicate any discriminatory preference or limitation with respect to the sale or rental of a dwelling;
- misrepresent the availability of a dwelling;
- engage in "blockbusting," which mean encouraging homeowners to sell their homes quickly (and often at below market rates) by creating a fear that members of a minority group or other protected class are moving into the neighborhood;
- discriminate in the financing of residential real estate related transactions;
- discriminate in the provision of brokerage services;
- coerce, intimidate, threaten, or interfere with any person in the exercise of his or her rights under the Act or retaliate against an individual for exercising his or her rights under the Act.

In Lakewood, it is illegal to engage in discrimination based on any of the following: race, color, religion, gender, sexual orientation, ancestry, handicap, familial status, national origin, or gender identity or expression.

Most of these provisions are relatively uncontroversial. For example, it would be illegal for a landlord to only rent to Christians (or members of any particular religion); to refuse to rent to Hispanics/Latinos; to offer a discount only to women; or to falsely inform African Americans that a unit was already rented when in fact it was available. Likewise, if an existing tenant files a complaint alleging discrimination, it is illegal for the landlord to retaliate against that tenant, even if the underlying complaint is without merit.

While the provisions prohibiting discrimination based on race, color, sex, religion, and national origin are relatively straightforward, the provisions of the Act that deal with familial status, disability, ancestry, and sexual orientation are less familiar to some landlords and property managers.

Families with children. "Familial status" is defined under the fair housing law to mean one or more individuals under 18 years of age living with a parent, legal custodian, or the designee of such a parent or legal custodian. In addition, the provision protects individuals in the process of securing legal custody of a minor as well as pregnant women. See, e.g., 42 U.S.C. §3602(k). Therefore, a landlord cannot refuse to rent to a family because they have children.

Does this mean that a landlord must accept any size family in a unit? No. A landlord can set reasonable occupancy limitations for his or her property. However, in setting those limitations, the landlord should generally not set limits more restrictive than those in the local jurisdiction. (Local occupancy codes are generally set based on size — the square footage of the unit or of some portion of the unit — or based on the number of bedrooms.) Therefore, if a city code allows up to two people per bedroom, a landlord should generally not set a rule allowing only two people in a two-bedroom unit. While you should always check

the occupancy code in each jurisdiction in which you have rental property — in Lakewood, call (216) 529-6270 to ask — as a rule of thumb, you should usually not set a limit stricter than two people per bedroom. Occupancy codes in Lakewood are found in Chapter 1306 of the Codified Ordinances. A copy may be obtained by contacting the Division of Building and Housing at (216) 529-6270 or at www.onelakewood.com.

A related issue arises when a landlord tries to discourage families with young children from moving into a particular complex or building or tries to congregate families with children in certain areas of a complex. Both types of actions are illegal under the Fair Housing Act, even if they are taken for what might seem like "helpful" reasons, such as not wanting a family with a toddler to rent a unit because a neighbor has a vicious dog or because the complex is next to a busy street or placing families with children near the playground equipment so parents can easily monitor them from inside their units.

The important thing to remember is that just as a landlord may decide whether a prospective tenant is someone he or she wishes to rent to, it is up to the prospective tenant to decide if the property in question is appropriate for his or her family. Discouraging families with children from renting in a particular complex (or from renting certain units in a complex) is as much a violation as discouraging individuals based on their race or religion. Likewise, reserving certain units or buildings for families with children is as much a violation as doing the same based on national origin or color.

People with disabilities. A "handicap" is defined under fair housing laws to include a physical or mental impairment which substantially limits one or more major life activity, a record of having such an impairment, or being regarded as having such an impairment. (42 U.S.C. §3602(h)).

Fair housing laws include several different protections for disabled individuals. First, as with the other provisions of the Act, landlords may not discriminate against people because they are disabled. This means that a landlord may not refuse to rent to an individual because he or she is mentally ill, may not discourage someone to rent because he or she is blind or deaf, and may not falsely inform an individual that there are no available units because he or she is HIV-positive or has AIDS.

Additionally, a landlord may not make inquiries about a tenant or prospective tenant's disability. This means that a landlord may not ask "what is wrong" with a prospective tenant who states that he or she receives Social Security disability payments or make any other inquiries into the nature or severity of a person's disability. (A limited exception is allowed for housing specifically designed for disabled individuals; in those cases, owners and managers may make limited inquiries to ensure that applicants have the qualifying disability, although even in those cases they may not make further inquiries into whether prospective tenants have additional disabilities as well.)

In addition to prohibiting discrimination against disabled individuals, fair housing laws also require landlords and other housing providers to make certain changes to allow such individuals full use of the premises. These changes are commonly referred to as "reasonable accommodations" and "reasonable modifications."

Reasonable accommodations. "Reasonable accommodations" are changes in rules, policies, or procedures that are needed by a disabled individual to allow him or her to fully enjoy the premises. An individual may ask for a reasonable accommodation at any time: when they are applying to rent a unit, after they are already a tenant, or even as a landlord is initiating eviction proceedings. The accommodation requested must be related to a tenant's (or prospective tenant's) disability.

Examples of reasonable accommodations include:

- mailing a copy of notices to another person in addition to the tenant if the tenant is blind or otherwise has difficulty reading, remembering, or understanding such materials;

- allowing a disabled tenant with a mobility impairment to have a designated parking space near his or her unit even though parking is generally on a "first come/first serve" basis;

- allowing a service animal (such as a "seeing eye" dog or a companion animal) for a disabled tenant who needs it, even if the property has a "no pets" policy. (In this instance, the tenant could not be charged a "pet deposit" even if the complex usually does so, because the animal is considered an accommodation rather than a pet.)

While there are an unlimited number of possible accommodations that could be requested by a tenant (and that a landlord might have to allow), the key is that they be reasonable. Courts have held that if an accommodation imposes an "undue burden" on a landlord, or if it results in a fundamental change in the type of services provided, it is not reasonable, and the landlord is not required to undertake it. Thus, if a tenant lost her job because of her disability and requested a reduction in rent, that would be considered an "undue burden" and the landlord would not have to comply. Likewise, if a tenant became physically disabled and could no longer care for his dog, it would not be reasonable to require the landlord to walk his dog (or arrange for such services) because it would be a fundamental alteration of the services the landlord provides.

Landlords may offer forms to tenants to request reasonable accommodations, but a tenant is not required to use such forms and may request an accommodation in any manner, including orally. If the nature of a tenant's disability is not obvious, a landlord can request proof that the tenant is disabled and that the requested accommodation is necessary. A tenant may provide this information from a medical doctor, psychologist, or other medical professional or from a non-medical service agency, such as a social worker or other similar individual or organization. While the landlord has a right to know that the person is disabled, the landlord does not have a right to know the tenant's medical history or details beyond those required to determine that the tenant is in fact disabled and that a requested accommodation is necessary.

Reasonable modifications. Fair housing laws also require that landlords allow disabled tenants to make "reasonable modifications" to the premises. While reasonable accommodations are changes in policies, procedures, and rules, reasonable modifications are structural changes to the premises that are needed for a disabled tenant to use and fully enjoy them. Such modifications can be made either to the interior of an individual tenant's own unit or to common areas including entrances, laundry rooms, pool and exercise rooms, hallways, etc.

Reasonable modifications must generally be made at a tenant's own expense. If a landlord receives certain federal subsidies for his or her housing, he or she may be required to pay for some of all of the modifications. However, landlords who accept tenants through the Housing Choice Voucher Program ("Section 8" vouchers) do not incur liability to make such changes. A landlord can require that the modifications be done according to local building codes and with all proper permits obtained.

Examples of possible reasonable modifications include:

- installing automatic faucet shut-offs;

- installing lever door handles in place of traditional doorknobs;

- removing or installing carpeting to allow a wheelchair or walker to move more easily;

- putting grab bars into a bathroom;

- installing a wheelchair ramp into the building or unit;

- widening doorways;

- lowering (or raising) cabinet heights in the kitchen and/or bathroom.

While the landlord generally is not required to pay for these types of changes, a landlord may not withhold approval for the work. However, the landlord can require that a tenant return the interior of his or her unit to its original condition at the end of the tenancy, if reasonable. (It would be reasonable to return cabinet heights to their normal level, but it would likely be considered unreasonable to narrow doorways or to remove reinforcing for grab bars in a bathroom.) If returning the interior of the unit to its original condition would involve a large expense, the landlord may require a tenant to deposit into an interest-bearing escrow account funds necessary to return the interior of the unit to its original condition. A landlord may not require a tenant to return the common areas to their original condition.

Gender identity and sexual orientation. In addition to prohibiting discrimination based on all of the classes protected by federal law (race, color, religion, national origin, sex, handicap, and familial status), Lakewood's fair housing laws also prohibit discrimination based on gender identity and sexual orientation. Gender identity or expression" means the gender-related identity, external presentation of gender identity through appearance, or mannerism or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth. "Sexual orientation" means a person's actual or perceived homosexuality, bisexuality or heterosexuality, by orientation or practice.

How to ensure you comply with fair housing laws. The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that every person belongs to these various classes — each of us can be defined in terms of our race, color, sex, national origin, familial status, disability, etc. So any time you deny an applicant, you have, in a sense, denied someone who belongs to a protected class. The question is whether or not you treat applicants or tenants adversely because of the class to which they belong. If the criteria you set are blind to class issues, and you apply them consistently, you may turn down applicants who do not measure up to those criteria.

To comply, you should design a fair process and apply it consistently and equally to all applicants. The following examples are consistent with federal fair housing guidelines:

- You may have a rule that requires all applicants to show a photo ID and you could turn down applicants who cannot produce a photo ID. The practice becomes illegal when you apply the rule inconsistently — requiring ID from people of one class (such as people who "look foreign") but not from those of another.

- You could give a document to all applicants that outlines rules of the unit and warns against illegal or inappropriate conduct on the property. Again, the practice becomes illegal when you hand it to applicants of one class, but not of another. Should you develop such a document, also make sure the wording used does not discourage members of a protected class from applying.

- You could refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is both legal and highly appropriate.

- You could require all applicants who say they intend to park an automobile on your property to show current car registration, proof of insurance, and a valid driver's license along with their completed rental application. You could deny tenancy to those who wish to have a car on the property without showing such documentation. Of course, if the person does not plan to keep a car, the requirement would be waived.

There is nothing illegal about setting fair criteria and holding all applicants to the same standards. By the consistent use of such guidelines you can retain full and appropriate control over who lives in your rental

units and who does not.

Marketing the Property

Marketing your property involves considering a number of different factors, including what you as a landlord have to offer; what types of tenants would be likely to rent from you: and how you are likely able to find people that meet that profile.

The first step in marketing your property is to evaluate your property. Look critically at your property and compare it to other properties in the area. What are the strengths of your property? Think broadly about things that distinguish your property from others, whether it is the location, the amenities of the unit or complex, or the price. Ask yourself: Would I live here? Emphasize these positive distinguishing factors in your marketing.

While it may seem obvious, the better you maintain your property, the more likely you will be able to find responsible tenants to rent from you. Responsible tenants expect landlords to act responsibly by adequately maintaining the property and managing it in a professional manner. Therefore, pay particular attention to making sure that your property not only is "up to code" but that it exceeds such standards and that you act professionally in all of your dealings with potential and actual tenants.

In determining an appropriate price, you will want to consider not only your costs for the mortgage, taxes, repairs, profit (hopefully!) and other costs, but also the costs of other units in the local market. You can evaluate your rent relative to other complexes by talking with other landlords and by reading other rental advertisements in the newspaper, on-line, and flyers posted on community bulletin boards.

If your unit has any of the following features, highlight accordingly:

- Hot water or steam heating — ideal for persons with respiratory conditions
- Hardwood floors — ideal for persons with certain respiratory conditions or animals
- Central air or air condition units and ceiling fans — appealing to people moving from warm climates or air-cooled dwellings
- Laundry facility — eliminates need for time consuming trips to the laundromat
- Appliances included — these suites rent more quickly and easily
- Garage and off-street parking — safety and convenience for tenants
- Close proximity to public transportation — not everyone has reliable transportation; the Clifton and Detroit bus lines are especially attractive for many prospective tenants
- Location relative to schools and libraries — great for tenants attending school
- Close proximity to shopping, hospitals, and access to major streets and highways

Where to market your property. While there are potentially a large number of places you could advertise your property, time and money are likely to limit what is actually practical. As a basic principle, you should advertise everywhere you are likely to find potential tenants, if it is free or very low-cost to do so. More expensive marketing (such as through newspaper advertisements or using locator services) can supplement these efforts as needed.

In general, before utilizing methods that are expensive, talk with other landlords in the area who have used these services to determine how cost-effective they are.

Remember: Discriminatory statements in advertising are illegal. Make sure you do not convey any preference, limitation or exclusion based on any of the protected classes mentioned (see "Fair Housing Laws," above) or you could face liability whether you actually discriminate against someone or not.

Internet. Among the types of advertising and marketing you should consider are internet advertising. The Internet is the fastest growing way that prospective tenants identify rental housing. This is a particularly

important marketing tool if you wish to tap into the relocation market. Internet marketing allows you to break down geographic barriers to marketing your property.
Other Internet resources include the website HousingCleveland.org, which allows landlords to post free notices about their units. Tenants may search using a variety of criteria, including location, size, cost, accessible features. Craigslist.com offers free postings for a variety of types of advertisements, including housing wanted and needed. You must register to advertise on the site. Rent.com, allows free postings of advertisements; you only pay if someone rents from you using the service. Although the print version of Scene Magazine charges for advertising, it has on-line advertising that is free. And Apartments.com, offers advertising as well.

Signs. The simple "Home For Rent" sign in the front yard is an extremely low-cost marketing approach and will inform neighbors and others who pass by that you have a unit available. In some communities, such signs generate up to half of all prospective tenants, making them a cost-effective way to find tenants.

However, such signs typically cannot convey much more information than the existence of a vacancy and your telephone number, and they do not serve to allow tenants to "self-screen" as effectively as some other marketing methods. Some signs have a tube or other enclosure to include a flyer (see below); consider using these to provide people who stop by with additional information before they contact you.

Flyers. Flyers are inexpensive and can convey much more information than a simple sign. Moreover, once you have developed a flyer for a unit, it can be modified in the future very easily to include updated information.

Flyers should include details about the unit, neighborhood, and area that are likely to draw prospective tenants. Photographs are especially effective in drawing people in to read your flyer more closely and can easily be added using a digital camera and most word processing programs. Including the rent amount, requirements about security deposits and other fees, and lease information will help prospective tenants "self-screen" and can help ensure that you find qualified and responsible tenants.

For example, if your unit is located near a college or university and students are a target audience, you might want to include information indicating how close you are to those institutions.

Flyers can be posted on bulletin boards at grocery stores and many restaurants and cafes, at local colleges and universities, and given to other tenants, friends, and neighbors. Before you post, check if there are any rules regarding the types of posting allowed and how long things may remain up. It is generally good idea to stop by every few days or at least once a week to make sure your flyer is still up (and not covered by some other posting).

Referrals. Referrals are a completely free way to market your property. Inform existing tenants, neighbors, colleagues, and others you come into contact with that you have a vacancy. Houses that are within a few miles of colleges or business parks may be desirable housing for students or professionals. Some landlords have found success in posting advertising at such locations, thus targeting people who already have a credible connection with the community. Some local educational institutions, such as John Carroll University, Case Western Reserve University, and Cleveland State University give rental information to their employees and/or students.

Keep in mind that fair housing guidelines apply in all aspects of managing rental housing, including advertising selection. Advertising through community colleges only may be acceptable, because such colleges typically enroll a broad cross-section of the community. But, for example, it would be inappropriate to advertise exclusively through a church newsletter or through the newsletter of a private club whose membership is not representative of the greater community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.

Newspaper and print advertisements. In general, newspaper advertisements can be effective, particularly if you target the ads to run in local or community newspapers, such as the Sun Post-Herald, the Call and Post or Scene Magazine. Although it is more expensive, you can also advertise in general circulation dailies, such as the Plain Dealer, although for many smaller landlords the costs of such advertising is prohibitive.

If you have more than one unit to rent, consider a consolidated ad, rather than several different ads for each unit. For example, if you have three units available (a 2-bedroom, 1-bath at $800, a 2-bedroom, 2-bath at $950, and a 3-bedroom, 2-bath at $1,150) place an ad stating "2-3 bedroom units for rent from $800-$1150." It saves money by reducing the word count and you can offer prospective tenants a choice depending on their interests and budget.

In crafting a newspaper ad, you need to include enough information about your unit or complex to attract tenants and make your ad stand out. This means that a simple ad along the lines of "2BR upper, close to Rapid & shopping, $750, 999-9999, eves." is unlikely to stand out. Even though it will cost more, consider larger typefaces and/or additional words or lines to make your ad stand out. Make sure to be descriptive enough to allow potential tenants to determine if they are qualified to rent it.

Real estate offices. Most real estate offices will list your property for a fee of 50-100% of one month's rent. This resource lets other people work for you for a minimal cost. Contact local real estate offices for details about how to list your property.

Locator services. You can contact paid locator/referral services to help you find tenants. This is often the most expensive way to find tenants, and for most small landlords is only a last resort. However, even if the cost can be steep, you may want to consider it if your unit remains vacant after trying other methods.

'Section 8' Housing Choice Voucher Program

The term "Section 8" refers to a number of federal subsidy programs that allow people of limited means to rent housing. Although the name of the program was changed to "Housing Choice Voucher Program" several years ago, it is still commonly referred to as "Section 8" by tenants, landlords, and housing professionals. Under the programs, the tenant pays a portion of the rent, while the federal government pays the rest. The Section 8 program is under the control of the U.S. Department of Housing and Urban Development (HUD) and is administered locally by the Cuyahoga Metropolitan Housing Authority (CMHA) and the Parma Housing Authority. CMHA can be contacted at (216) 431-1471 and its website is www.cmha.net, and the Parma Housing Authority can be contacted at (440) 885-8000 and its website is http://cityofparma-oh.gov/en-US/Public-Housing.aspx

Although some landlords are reluctant to utilize Section 8 or other subsidized rental programs, if you utilize the applicant screening strategies outlined in this manual, you can have the same success rate as can be expected with private rentals.

Some benefits. Those landlords who meet their responsibilities and require Section 8 tenants to do the same provide a valuable service — by renting decent housing to good citizens who otherwise could not afford it. In addition to the satisfaction of serving the public good, landlords can enjoy additional direct benefits for their business:

- **Reliable rent.** A large portion of the rent, and sometimes all of it, is guaranteed by the federal government. So, once the paperwork is processed, you'll get the subsidy portion on time, every month. Also, assuming you screen your applicants responsibly, your tenants should be able to pay their portion on time since the amount is predetermined to be within their means.

- **"Fair Market Rent."** HUD and local Public Housing Agencies (PHAs) work to ensure that vouchers are sufficient to help the tenant meet the cost of renting in the area. They regularly survey area rental

rates to determine fair market rents by unit size.

Some misconceptions. False: PHAs prescreen their participants along the same guidelines that a landlord should use. The PHA actually screens primarily for program eligibility (essentially income level). It is up to the landlord to screen tenants — and to make sure they can pay the remainder of the rent, check their rental record through previous landlords, and run all other checks the same way you would with a private renter. You are not only legally permitted to, you are expected to. Screening applicants, subsidized or not, is both your right and your responsibility: you are entitled to turn down Section 8 applicants who do not meet your screening criteria and accept those who do. Even guaranteed rent is not worth it if tenants who engage in inappropriate or illegal conduct move in.

False: Landlords who rent to Section 8 tenants must use the Public Housing Agency's model lease. Revised HUD guidelines are designed to make it easier for the landlord to use the same lease that is used for non-subsidized tenants. However, the landlord will be required to use an approved lease addendum, provided by the local housing agency, that adds to and/or modifies some of the conditions of the lease that the landlord typically uses with non-subsidized tenants.

Note also that the lease addendum and model leases provided by Public Housing Agencies are written to match HUD's requirements and won't necessarily include all provisions you are accustomed to using. It is therefore important to be aware of differences between the conditions of your Section 8 lease and/or lease addendum and the conditions under which you typically rent to non-subsidized tenants.

False: Tenants on Section 8 cannot be evicted. This misconception arises primarily from confusion about the types of notices that can be served on a subsidized tenant. While it is true that, during the initial term of the lease, a Section 8 lease will forbid the use of "no-cause" or "non-renewal" notices, in general, all "for-cause" notices still apply. So, for example, if a tenant is violating the terms of the lease or damaging the property, a landlord can serve the applicable for-cause notice defined in the local landlord-tenant law.

Section 8 participants are bound by the same state and local landlord-tenant laws that govern nonsubsidized rental relationships. In theory, the only difference should be the wording of the lease. However, there are instances when evictions can be more complicated with Section 8 tenants. Your best approach, as with any eviction, is to speak with an experienced landlord-tenant attorney before starting the process.

False: If you evict tenants for drug activity, the local Public Housing Agency will simply let the same people rent again elsewhere. HUD guidelines allow local PHAs to terminate assistance to tenants involved in the manufacture, sale, distribution, possession, or use of illegal drugs. The same guidelines also apply to tenants involved in violent criminal activity. Also, guidelines introduced in 1995 give local PHAs expanded options for terminating program participation for such problems as repeated and serious lease violations.

Landlord-Tenant Laws

The Ohio Landlord Tenant Act (found in the Ohio Revised Code Chapter 5321) covers all dwelling units for residential use and occupancy in the State of Ohio. It is available online at http://codes.ohio.gov/orc.

Landlord-tenant laws, including the Ohio Landlord Tenant Act, are designed to define a balance between the rights of rental owners to control, protect, and benefit from their investments and the rights of tenants to control, protect, and enjoy their private homes.

Residential premises are broadly defined to include the common areas, the grounds including walks and parking lots, and any buildings or garages that are provided by the landlord for the use of the tenant. If the landlord does not want a tenant to have access to something within the residential premises, it must be specifically excluded in the rental agreement.

Some confusion has developed over what rental property is covered by the law because some sections of the law do not apply to all residential premises. The law covers all residential premises from single furnished rooms in a boarding house (that are not used in a transient nature) to renters of condominium units. The only rental property with residential units not covered by the Ohio Landlord Tenant Act are:

- Prisons, jails, halfway houses used as a requirement of parole;
- Tourist homes, hotels, motels;
- Elementary and secondary boarding schools, where the cost of room and board is included as part of the cost of tuition;
- Orphanages and similar institutions;
- Occupancy by the owner of a condominium unit;
- College and university owned or operated housing where the person who occupies the dwelling unit is a student, subject to a rental agreement that is contingent upon his/her status as a student;
- Single Room Occupancy (SRO) dwelling units operated by a non-profit organization where the terms of occupancy are less than 60 days, or where the occupancy is related to a treatment program for specific classes of individuals, including battered women, the homeless, and runaways.

Who is a landlord? Under the Ohio Landlord Tenant Act, the landlord is "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."

The law requires that a landlord deliver ownership information in writing to the tenant at the beginning of the tenancy, including the name and address of the owner of the building and owner's agents. If the owner is a corporation, limited partnership or other such entity, the address shall be of the principal place of business in the county where the dwelling unit is located, or, if there is none in the county, the principal place of business in Ohio and the name of the person in charge at that address.

Landlord's duties. Before offering a unit for rent, under the Ohio Landlord Tenant Act, the unit must be in a "fit and habitable condition." Running water must be supplied, as must reasonable amounts of hot water and heat (unless heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection). The law also extends to any common areas, which also must be maintained in safe and sanitary condition.

Under the Ordinances of Lakewood, when the outside temperature is below 60 degrees, all rental properties are required to maintain an inside temperature of at least 70 degrees between the hours of 6 a.m. and 12 midnight and maintain an inside temperature of at least 65 degrees between the hours of 12 midnight and 6 a.m. (Lakewood Codified Ordinance Section §1306.19).

The Ohio Landlord Tenant Law requires that the landlord maintain in a safe working condition all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems. All fixtures, appliances and elevators provided or required to be supplied by the landlord must be maintained in safe, working order. NOTE: Once an appliance or fixture has been provided, it must be maintained throughout the tenancy even though the appliance itself may not be required by law.

If there are four or more rental units in a single building, the landlord is responsible for providing and maintaining appropriate receptacles for the removal of trash.

Lead hazard disclosure. Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 requires that owners of rental properties which were built before 1978 give prospective renters a statement of known lead hazards and a pamphlet on lead hazards at the time of leasing the unit or renewal of an existing rental agreement. The only exceptions to this disclosure requirement are housing units built after 1977; zero bedroom units, e.g., efficiencies, dorm rooms, and lofts; housing for the elderly or disabled, unless children will live in the unit; or housing that has been certified lead-free. If the owner does not know of any lead hazards, then he or she must give a written statement saying that he or she is unaware of

any hazards. A model form is included in the appendix. The required booklet on lead poisoning ("Protect Your Family from Lead in Your Home") is available from HUD or the EPA and may be photocopied.

For a free copy of the booklet, sample disclosure forms, and additional information, contact the National Lead Information Center (NLIC) by phone at (800) 424-LEAD, or on the internet at www.epa.gov/lead.

Chapter Two

Rental Agreements



PRACTICAL ADVICE:

"We've solved a lot of problems by using the right paperwork at the beginning of the rental term — it improves our legal position and it lets the tenant know we are serious from the start."

The Basics

Get it in writing. Minimize misunderstandings between you and your tenant, thus building a basis for clean and fair problem resolution down the road.

Use a Current Rental Agreement

Generally, a rental agreement is any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations, or any other provision concerning the use and occupancy of residential premises by one of the parties. While some landlords use oral rental agreements (particularly for month-to-month tenancies), we strongly recommend putting rental agreements in writing to avoid misunderstandings.

Many property managers continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is in constant evolution. By using an outdated rental agreement, a landlord may be giving up important rights. If a problem tenant chooses to fight in court, an outdated rental agreement could cost the landlord the case.

In many areas property management associations provide rental forms and consider it their job to make sure they are consistent with current law. Local legal document publishing companies may also be good sources for effective rental agreements. Be sure, however, that you are buying a form that is developed for the laws of your state — "generic" rental agreements sold nationwide will not work as well as more tailored agreements. Unless you are planning to work with your own attorney to develop a rental agreement, purchase updated forms from one of these sources. (***A sample rental agreement can be viewed in the appendix to this manual***).

Month-to-Month, or Long-Term Lease?

Laws regulating the enforcement of lease terms vary significantly by state. In Ohio, a landlord can use a month-to-month rental agreement that allows either party to terminate the tenancy without specifying a cause on short notice — 30 days — or can use a lease of set duration (e.g., six months or one year). The maximum power to evict a problem tenant is gained by using a month-to-month rental agreement. However, such an arrangement may not be the best in every situation and if a landlord uses effective tenant screening, a well-drafted lease is not usually an impediment to evicting a problem tenant. Market factors, as well as the expectations of local landlords and tenants, will also play a role in determining the best approach.

Regardless of the type of agreement used, keep in mind that no tenant is protected from a landlord's enforcement action if the tenant violates local landlord-tenant laws or does not comply with a legal provision of the rental agreement. If tenants are in violation of the law, or are not in compliance with the lease, a landlord may serve notices that require the behavior to be corrected or the tenant to move out.

Also, remember that while the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. The most important part of any rental agreement is the character of the people who sign it. No amount of legal documentation can replace the value of finding good tenants.

The Ohio Landlord Tenant Act is incorporated into every rental agreement, and a landlord and a tenant may not make a rental agreement which is inconsistent with, or prohibited by, the Ohio Landlord Tenant Act (ORC §5321.06).

The Ohio Landlord Tenant Act provides that a landlord and a tenant may include, as a part of a rental agreement, any topic that is not prohibited by the law. Such topics can include:

- where and how the rent is to be paid;
- the amount of rent to be paid, and when due;
- the amount of the security deposit;
- the term of the rental agreement, including both the beginning and end dates;
- who is responsible for paying what utilities;
- names of the people who will be living in the unit; and
- tenant's right to sublet.

A rental agreement may not require a tenant to take on any duties which the law assigns to the landlord. Even offering a decreased rent will not permit a landlord to make the tenant responsible for any duty imposed on the landlord by the Ohio Landlord Tenant Act.

Under the Ohio Landlord Tenant Act, certain provisions may not be added to the rental agreement. These include:

- There can be no clause in a rental agreement that prohibits the tenant from taking any proper legal action against the landlord.

- A rental agreement may not require a tenant to confess judgment (that is, admit without going through the eviction process a violation of the landlord-tenant law or rental agreement).

- A tenant cannot be held responsible for the landlord's attorney fees except as a result of a court decision.

- Tenant cannot agree to limit the landlord's liability arising under the law or pursuant to a rental agreement.

- The Ohio Landlord-tenant law prohibits unconscionable (unfair) agreements. If a court should find any clause of a rental agreement to be unconscionable, the court can refuse to enforce that clause or possibly invalidate the entire rental agreement. An example of an unconscionable agreement might be one where a landlord may unilaterally rescind any provision of the lease.

Keep in mind that no matter what your rental agreement says, your behavior may modify that agreement. If, for example, you customarily accept rent after the rental due date, you may have, by your "pattern and practice," changed the rental agreement. You cannot then decide one day that you will no longer accept rent after the due date. Instead, you must give the tenant a reasonable notice (up to thirty days) that on a specified future date, you are returning to the terms of the original agreement. On that date, you then must begin acting consistently with the terms of the original rental agreement in order to hold the tenant liable for any breach.

To read the Ohio Landlord Tenant Act, please visit http://codes.ohio.gov/orc/5321.

Elements to Emphasize

Inspect the rental agreement you use to see if it has language addressing the following provisions. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. Note that this list is not at all comprehensive — it only represents elements that are occasionally overlooked and are particularly important for preventing and/or terminating drug-related tenancies.

Subleasing is not permitted. In Ohio, unless your rental agreement specifies otherwise, your tenants have the right to sublet to whomsoever they please. Make it clear that the tenant cannot assign or transfer the rental agreement and may not sublet the dwelling without your permission. If you like, add this exception: a sublease may occur if the sublease candidate submits to the landlord a complete application and passes all screening criteria.

You must maintain control over your property — too often the people who engage in inappropriate or illegal conduct or unacceptable activities are not the people who rented the unit. This provision will not stop all efforts to sublease, but it may prevent some and it will put you in a stronger position if you have to deal with a problem subtenant.

Only those people listed on the rental agreement are permitted to occupy the premises. If the tenant wants another adult to move in, that person must submit a completed application and pass the screening criteria for rental history. However, you may need to define the difference between a "guest" and a "resident." Under Ohio law, tenants are within their rights to have guests stay with them for short periods of time (up to seven weeks in certain instances). It is generally inappropriate for landlords to set rules that attempt to prevent the occasional overnight guest. However, it is appropriate for landlords to place limits on the ability of the tenant to have other adults establish their residence at the rental without permission.

There are a number of factors courts consider when determining whether someone is an occupant or a guest, including:

- Number of days per week or length of stay
- Any use of another residence
- Where clothes and other personal belongings are maintained
- Where meals are eaten
- Where mail is received
- Address used for driver's license and/or state identification

Check with a local property management association or your own legal advisor before setting this criterion.

Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.

No drug or other illegal activity. Make it clear that the tenant must not allow the distribution, sale, manufacture, or usage of controlled substances on the premises. Under Ohio law (ORC §5321.04(A)(9) and §5321.17(C)), if a landlord has actual knowledge or reasonable cause to believe that a tenant, a member of the tenant's household, or tenant's guest is in violation of certain provisions relating to illegal drug activity, the landlord "shall terminate the tenancy." You could also add various other types of crimes — such as prostitution or other felony level criminal behavior on the premises. It's already illegal but spelling it out in the rental agreement can make it easier to serve eviction notices for the problem.

The tenants are responsible for conduct on the property. Tenants should understand that they will be held responsible for the conduct of themselves, their children, and all others on the premises under their control. Generally speaking, landlord-tenant laws are designed to allow the tenant the same "my home is my castle" right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the "castle" comes the responsibility to control what goes on there. Most landlord-tenant laws address this issue but spelling it out in the rental agreement may help as well.

For people who plan to "front" for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming that acquaintances, and not themselves, were involved in the activity.

Wording on this provision should be done with care — you may not go so far as to hold victims responsible for the behavior of people who abused or intimidated them into silence. In some jurisdictions, landlords have been sued for trying to evict domestic violence victims when their spouses or partners violated a restraining order or damaged the rental property. If any of your tenants is in such a situation, offer to work with him or her (as well as the police) to ensure their safety, rather than rigidly applying a policy that blames the victim of domestic violence.

The tenant will not unduly disturb the neighbors. Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors' peace — "neighbors" including co-tenants, other building tenants and people in the neighborhood.

The issue here is not the occasional loud party. The issue is prevention of chronic nuisance behavior that can severely impact a neighborhood if the behavior is left unchecked. While the Ohio landlord-tenant law sets minimum behavior requirements for tenants (allowing a landlord to enforce this type of requirement even if a written rental agreement has not been used), the better practice is to include a provision in your lease as well.

Landlords can be on the hook for repeated police visits. In Lakewood, under Chapter 510 of the Codified Ordinances, landlords can be held responsible for certain police and administrative costs in the event the police are called to the property three times in a 12-month period. Consider adding to your lease a provision through which any such costs assessed on you can be passed on to the tenant and that a police finding of criminal activity and/or the imposition of such charges can be the basis for an eviction. For more on the Lakewood Criminal Nuisance Activity Ordinance, see Chapter Four, the Role of the Police, or read the text of Chapter 510.

Pre-Move-In Inspection

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection together. Some landlords use check in/check out forms developed for the purpose, others take photographs which are then signed by both parties, and still others record a pre-move-in video with the

tenant. Regardless of the approach, agree on what repairs need to be done. Write down the agreement and have both parties sign it. Make any agreed-upon repairs and document that those have been completed as well. Give copies to your tenant and keep signed and dated copies in your files.

Should your tenants damage the property, you have a way to prove it happened after they took possession of the unit. (NOTE: This also protects tenants — the pre-move-in inspection can prevent an unscrupulous landlord from trying to hold a tenant responsible for problems that predated the tenancy.)

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who may attempt to block a legitimate eviction attempt by damaging the premises and then claiming that the damage was preexisting.

Resident's Handbook

Many apartment managers, as well as some single-family housing managers, provide a resident's handbook that spells out rules specific to the property being rented. Landlord-tenant laws typically place restrictions on what types of rules can be added, but generally property managers have found success with development of guidelines that restrict excessive noise levels, define behavior for common areas of the premises, and spell out rules for use of unique facilities such as pools or common laundry areas.

In general, managers of apartments may set additional rules for those common areas that are, in effect, "occupied" by management, not tenants. For example, as the "occupant" of the common areas of an apartment complex, a manager may be able to ask police to remove visitors who are engaged in fights or other intimidating behavior taking place in the courtyard of the complex. In this instance, as in others, managers may exercise more direct, immediate control over problems in the common areas of the property than they can over problems occurring on or inside the specific, privately rented property.

Key Pickup

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in ensuring that you are giving possession of the property to the people on the agreement and not to someone else.

Chapter Three

Crisis Resolution



COMMON COMPLAINTS:

"The problem is these landlord-tenant laws don't give us any room. The tenants have all the rights and we have hardly any. Our hands are tied."

"The system works primarily for the tenant — for-cause evictions are very difficult to do. The judges bend over backward to help the tenant."

PRACTICAL ADVICE:

"Serving eviction papers on drug house tenants is not the time to cut costs. Unless you already know the process, you are better off paying for a little legal advice before you serve the papers than for a lot of it afterwards."

"Tell them to read a current copy of the landlord-tenant law. Too many landlords haven't looked at it in years."

The Basics

Stop the problem before it gets worse. Address problems — quickly and fairly — as soon as they come up. Know how to respond if a neighbor calls with a complaint. If eviction is required, do it efficiently. If you don't know, ask a skilled attorney.

Don't Wait — Act Immediately

Effective property management includes early recognition of noncompliance and immediate response. Don't wait for rumors of drug or other criminal activity and don't wait for official action against you or the property (e.g., warning letters, fines, closure, or forfeiture). Prevention is the most effective way to deal with rental-based criminal activity. Many drug operators, for instance, have histories of noncompliant behavior that the landlord ignored. If you give the consistent message that you are committed to keeping the property up to code and appropriately used, dishonest tenants will learn that they can't take advantage of you or your property.

Why this is important for landlords. Under Lakewood's Criminal Activity Nuisance Ordinance, Chapter 510, landlords are sent notices of criminal activities on their properties and may be charged for the cost of responding after any additional nuisance activity in a 12-month period. One way to lessen the chance of being charged is to take specific action to fix the problem. Starting an eviction of a problem tenant can be used as evidence of having taken sufficient action to eliminate the nuisance so as to help the landlord avoid any charges. View Chapter 510 by visiting

Common excuses for inaction. The following are three of the more common reasons why landlords put off taking action, as well as some reasons why you may want to act anyway:

- **Fear of the legal process.** Many landlords don't take swift action because they are intimidated by the legal process. However, the penalty for indecision can be high — if you do not act, and then accept rent while knowing that a tenant is in noncompliance, you may compromise your ability to take any

future action about the problem. Your position is strongest if you consistently apply the law whenever tenants are not in compliance with the rental agreement or your landlord-tenant laws. Your position is weakened whenever you look the other way.

- **Fear of damage to the rental.** Some landlords don't act for fear the tenant will damage the rental. Unfortunately, such inaction generally makes the situation worse. Problem tenants may see your inaction as a sign of acceptance. You will lose what control you have over the renter's noncompliant behavior; you will lose options to evict while allowing a renter to abuse your rights; and you will likely get a damaged rental anyway — if they are the type who would damage a rental, sooner or later they will.

- **Misplaced belief in one's tenants.** While developing this manual, we heard this story, and similar ones, with considerable frequency: "The people renting the property aren't dealing the drugs. We haven't had any problems with them. The drug dealers are their friends who often stay at the property. So what do we do? The tenants aren't making trouble — it's these other people." Ask yourself: Did your "innocent" tenants contact you or the police when the drug activity first occurred? Or did they acknowledge the truth only after you received phone calls from upset neighbors or a warning from the police? (Also: Is your "innocent" tenant breaking your rental agreement by having long-term guests or subtenants?)

  To be sure, tenants can be victimized by friends or relations — for those tenants who seek you out and ask for assistance, help as best you can. But be careful of stories you hear from tenants who don't admit to problems until after you have received complaints from neighbors or police. The sooner tenants who "front" for others realize they will be held responsible, the sooner they may choose to stop assisting in the crime.

If You Don't Know, Don't Guess

If you are not familiar with the process for eviction, contact a skilled landlord-tenant attorney or local landlord-tenant rights organization, such as the Cleveland Tenants Organization, before you begin. By paying for a small amount of legal advice up front, many landlords have saved themselves from having to pay for a lot of legal help further down the road. The law may appear simple to apply, but as any landlord — or tenant — who has lost in eviction court can attest, it is more complicated than it seems.

If a Neighbor Calls with a Complaint

If a neighbor calls to report inappropriate or illegal activity, or any other type of complaint regarding something happening at your rental, take these steps:

1. **With the initial call, stay objective and ask for details.** Don't be defensive and, equally, don't jump to conclusions. Your goal is to get as much information as you can from the neighbor about what has been observed. You also want to avoid setting up an adversarial relationship — if it is illegal drug activity, for instance, you need to know about it.

   Also, make a commitment that you will not reveal the caller's name to the tenant without permission (unless subpoenaed to do so). In the past, some landlords — perhaps believing that neighbor reports were exaggerated — have treated dangerous situations too casually and told criminals the names of neighbors who called to complain. If the neighbors have exaggerated, you do no harm by protecting their names. If they haven't, you could put them in real danger by revealing too much.

2. **Get information.** Ask the caller for:

   - A detailed description of what has been observed.

- A letter documenting what has been observed sent to you and to your local law enforcement agency's narcotics division. If you have tenants receiving some type of housing assistance, have a copy sent to the local Housing Agency also.

- Name, address, and phone number, if willing to give it. If neighbors don't know you, they may be unwilling to give you their names on the first call. This is one reason why we recommend you meet neighbors and trade phone numbers before a crisis occurs. **Consider:** If the only thing neighbors know about you is that they think you have rented to a drug dealer, they will have reason to be cautious when they call.

- Names of other citizens you can call who could verify the complaint or ask that they encourage other neighbors to contact you. You will need more evidence than the phone call of a single neighbor to take meaningful action. Explaining this need may help further encourage the neighbor to ask others to call. Also, having multiple complaints can help protect the caller by taking the focus away from a single complainant as the "cause" of the problem tenant being discovered.

A single call from one neighbor doesn't necessarily mean your tenants are doing anything illegal. However, a single call is justification to pursue the matter further.

3. **Find out more.** Go to other sources for additional information and assistance. Your goal is to collect enough information to verify any problems at the rental, and then to take appropriate action.

   - Get in touch with other neighbors. Even if your tenant is running a high-volume dealing operation, it is likely that some neighbors will suspect nothing — many citizens are unobservant or give their neighbors a wide benefit of the doubt. However, while some neighbors may be unaware of the scope of the problem, it is also likely that others will have a lot to tell you.

   - Contact the police. Get in touch with the Lakewood Police Department. Determine what, if anything, they have on record that can be revealed (see Chapter Four, the Role of the Police, for details).

   - Lakewood boasts four community officers, one for each ward, who are deeply attuned to problem properties in the neighborhoods. The ward officers are Bryan McNeeley, Ward 1, (216) 702-2407, Angela Ortiz, Ward 2, (216) 701-3063, Matt Wintrick, Ward 3, (216) 701-3308, and Michael Fritsch, Ward 4, (216) 346-9287. If you're unsure the ward in which your property is located, call the city council office at (216) 529-6055.

   - Call a crime prevention specialist. Many communities have police officers assigned to crime prevention work. In Lakewood, call the police's Crime Prevention Bureau at (216) 529-6781. Reports from neighbors may have been called into local crime prevention staff. Crime prevention staff may also have additional information that can help you address the situation effectively.

   - If you feel comfortable doing it, consider a property maintenance inspection. Again, few tenants involved in serious illegal activity are model renters. Discovery of maintenance violations under an evenly-applied inspection schedule across all units may provide sufficient basis for serving eviction notices without having to pursue the more difficult route of developing a civil level of proof that dangerous criminal behavior has occurred.

4. **Once you've identified the problem, address it.** If you have reason to believe that your tenant is innocent, contact the neighbor who called and do your best to clear up the matter. If you discover no drug activity but strong examples of disturbing the neighbors' peace or other violations, don't let the problem continue — serve the appropriate notices. Likewise, if you become confident your property is being used for drug activity or other dangerous behavior, take action. Advise the police narcotics

division of your findings and your plan. The following are examples of options you might pursue. The specifics will be dependent on your local laws:

- If the evidence allows it, serve an eviction notice for alleged drug activity. The type of notice will depend on your local law. For drug dealing and manufacturing, Ohio allows a very fast notice, a "3-day no cure" eviction. (Such notices do not actually force eviction on such short notice — rather, they "terminate" the rental agreement on short notice, which allows the landlord to start the process for seeking a court-ordered eviction that much more quickly.)

  Keep in mind that, if your tenant wishes to fight in court, you will need to establish a civil — not criminal — level of proof that drug activity has occurred. This is a lower level of proof than local law enforcement would need to get a conviction. Nevertheless, allegations of drug activity or other dangerous activity should be made with care. Given the seriousness of the charge, always contact an attorney before proceeding with this option.

  Note that frequently, if the tenants are involved in illegal activity, they move out quickly rather than fight the eviction — it won't help their drug operation to appear in court. One exception is Section 8 tenants who, for reasons unrelated to the drug activity, may be more inclined to resist eviction (as described in the chapter on Section 8 Housing Choice Vouchers).

  Note also that your failure to act if you have grounds for serving such a notice may also put you at risk. If your tenants act on a threat or continue to carry out extreme behaviors that endanger the community, you could face legal action by harmed neighbors or by the local government for not taking action once you had knowledge of the problem.

- If you have the option, consider a "no-cause" or "nonrenewal" notice. In Ohio rental situations, such as month-to-month rentals or at the expiration of a lease term, you can evict without giving a cause, as long as 30 days notice of termination if the lease is given prior to the eviction action.

- Consider serving notice for other apparent causes. "Cause" in this case could be disturbance of the neighbors' peace, nonpayment of rent, or any other significant issue of noncompliance with the rental agreement or your landlord-tenant law that you have discovered since cashing the last rent check. Again, if you have drug activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the unit, and/or other noncompliant behavior. Note that notices served for many types of noncompliant behavior are "curable" — that is, if the tenant can fix the problem in a legally defined period of time, within 30 days in Ohio, the tenant will be allowed to stay in the unit.

- Consider mutual agreement to dissolve the lease. A frequently overlooked method. Essentially, if both you and your tenant can agree that the tenant will move by a specific date, you may not need to pursue the court-ordered eviction process at all. In some instances, this can be beneficial to both parties. Write the tenant a letter discussing the problem and offering whatever supporting evidence seems appropriate. Recommend dissolving the terms of the lease, thus allowing the tenant to search for other housing without going through the confrontation of a court-ordered eviction. Let Section 8 renters know that a mutual agreement to dissolve the lease does not threaten program eligibility.

  Make sure the letter is evenhanded — present evidence, not accusations. Make no claims that you cannot support. Have the letter reviewed by an attorney familiar with landlord-tenant law. Done properly, this can be a useful way to dissolve a problem to both your tenant's and your own satisfaction without dealing with the court process. Done improperly this will cause more problems than it will solve. Don't try this option without doing your homework first.

  Again, if illegal activity is occurring, most tenants will take the opportunity to move on.

- Finally, if you evict someone for drug activity, share the information. Landlords who screen tenants down the road may not find out about it unless the information is documented. If it is a Section 8 renter, make sure the local public housing agency has a letter from you. Also, contact the screening or renter recovering housing assistance company or credit reporting service you use and advise them of the circumstances — they may also be able to keep track of the information.

Serving Eviction Notices

When an eviction notice is served, quite often the tenant moves out and the procedure is complete. However, in those cases where a tenant requests a trial, the details of the eviction process will be analyzed. As one landlord puts it: "Ninety percent of the cases lost are not lost on the bottom-line issues, but on technicalities." Another points out: "Even if you have police testimony that the tenants are dealing drugs, you still have to serve the notice correctly."

Eviction options include a legal process that you must follow. In addition, the process may also be affected by the provisions of your rental agreement or Section 8 contract. Begin by reading your rental contracts and landlord-tenant law — one of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, take the following steps:

- **Start with the right form.** When available, use forms already developed for each eviction option. Forms that have been written and reviewed for consistency with state law can generally be purchased through property management associations or legal-document publishing companies. Often, court clerks maintain forms accepted by judges; in Lakewood, find an eviction form and others at www.lakewoodcourtoh.com. You can have your attorney generate the appropriate notices as well.

- **Fill it in correctly.** If it is a for-cause notice, you must cite the specific breach of landlord-tenant law or section of the rental agreement that the tenant has violated. In addition, briefly describe the tenant's noncompliant behavior. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if it is a Section 8 rental, you may need to note that a copy of the notice is being delivered to the local Public Housing Agency.

- **Time it accurately.** Overall, it should be noted that cases can be lost because a landlord did not extend the notice period to allow for delivery time, did not allow sufficient time for a tenant to remedy a problem, or did not accurately note the timing of the process on the notice itself. In Ohio, a tenant generally should be given 30 days to remedy most problems. Then, a landlord can serve the "three-day" notice on a tenant, and on the fourth day, can file the eviction complaint in court. In calculating the three-day period, Lakewood Municipal Court tends to count weekends and holidays, while some other local courts exclude them. However, to be safe — and avoid a possible dismissal if a tenant appeals — you may wish to exclude non-business days. This would mean that if you served a 3-day notice on a Friday, you would wait until the following Thursday (or Friday, if there were a Monday holiday) to file the eviction complaint.

- **Serve it properly.** In Ohio, placing the notice directly into the hands of a tenant whose name is on the rental agreement is allowable. So is posting the notice on the inner-most doors used by the tenant to access his or her unit. (Generally, it is a good idea to photograph the posted notice and/or have a witness watch you post it.) Additionally, in Ohio, a three-day notice may be mailed by certified mail, and a landlord should keep a copy of all evidence that the tenant received the notice.

- **Don't guess — get help.** As mentioned earlier, unless you are comfortable with the process, consult with an attorney who is well experienced in landlord-tenant law before you serve an eviction notice. If you have drug activity on your property, you already have a major problem. Now is not the time to cut corners to save money. There are also federal statutes that may preempt state law, including those protecting women from violence, active servicemembers and tenants in foreclosed homes. Following the proper legal process could save thousands in damages, penalties and legal fees down the road.

Levels of Evidence

An eviction trial is a civil proceeding. This means that civil levels of proof are typically all that are required to succeed. For example, in eviction court landlords have established a strong proof of drug activity in a rental by providing the following:

- Credible testimony of neighbors who have observed related behavior.
- Their own testimony about additional signs that may have been observed on inspection of a unit.
- The subpoenaed testimony of a police officer who has made an undercover buy from a tenant or arrested a tenant for possession of drugs.

From a criminal standpoint, this level of proof would generally not be enough for the police to get a search warrant. But it can well be enough to prove suspicion of chronic drug activity for a civil court.

Additionally, in Ohio, a landlord is required to evict tenants when the landlord has information from a law enforcement officer, based on a legal search, that the tenant, the tenant's guest, or a member of the tenant's household is involved in drug activity in connection with the premises. Most often evident by the existence of an executed search warrant, that produced evidence of drug activity.

The Court Process

The popular belief is that a "termination" notice is sufficient to force a tenant to move out by the date specified on the notice. In fact, the notice is just the first step. Technically, the landlord's first notice to vacate means that, should the tenant not move out by the date specified, then the landlord may file suit to regain possession of the property. While many tenants will move out before the initial notice expires, if the tenants do not, the landlord will need to start a legal action with the local courts to regain possession of the property.

In cases where a tenant wishes to resist eviction, the tenant will be allowed to remain on the premises, until a landlord has received a court judgment against the tenant. Then, if forced physical removal of the tenant is required, it will be done by a local law enforcement official — most commonly a court bailiff, according to the court's local rules. Under the bailiff's supervision, the landlord may change the locks and remove the tenant's property from the unit. Also, if a landlord intentionally or recklessly damages or destroys a former tenant's property, the landlord could be liable for the damage or loss. It is recommended that landlords place such property in storage (in a garage or, if necessary, in a storage unit) and inform the tenant how to pick it up. While this may be an inconvenience, it should protect the landlord from such claims by a tenant. If the tenant does not do so after 30-60 days, it may be considered abandoned and can then be disposed of through a special garbage pick-up, if necessary.

Perhaps the most compelling point we can make about the entire eviction process — from service of notice to arguing in court — is this: Eviction is an expensive, time-consuming way to "screen" tenants. You will save much heartache and considerable expense if you screen your tenants carefully before you rent to them, instead of discovering their drawbacks after you are already committed.

If You Have a Problem with Neighboring Property

When chronic problem activity is present in a neighborhood, every affected citizen makes a conscious or unconscious choice about what kind of action to take. The choices are to move away, to do nothing and hope the problem will go away, or to take action to stop the problem. Doing nothing or moving away

usually means the problem will remain and grow larger — somebody, someday will have to cope with it. Taking action, especially when it involves many neighbors working together, can both solve the problem and create a needed sense of community.

Many neighbors are under the impression that solutions to crime are the exclusive responsibility of the police and the justice system — that there isn't much an individual citizen can do. Actually, there is a lot that citizens can do, even must do, in order to ensure they live in a safe and healthy neighborhood. Getting more involved in your neighborhood isn't just a good idea — it is how our system of law and civic life was designed, and the only way it can really work. With that in mind, the following it a list of proven community organizing techniques to help you begin.

1. **Find others concerned about the problem and enlist their help.** As you consider the steps described below, keep in mind that multiple neighbors following the same course of action will magnify the credibility and effectiveness of each step. In particular, several neighbors calling a government agency separately about the same problem will usually raise the seriousness of the problem in the eyes of the agency. Involvement of multiple neighbors also increases safety for everyone. People involved in illegal activity might target for revenge one neighbor they perceive as causing them problems, but are less likely to try to identify and harass multiple people.

2. **Make sure police are informed in detail.** It doesn't matter how many police we have if people don't report the crime to police. Even if you have had the experience of calling without getting the results you expect, keep calling. As you also follow other recommendations of this section, keep working with police throughout the process.

   Lakewood boasts four community officers, one for each ward, who are deeply attuned to problem properties in the neighborhoods. The ward officers are Bryan McNeeley, Ward 1, (216) 702-2407, Angela Ortiz, Ward 2, (216) 701-3063, Matt Wintrick, Ward 3, (216) 701-3308, and Michael Fritsch, Ward 4, (216) 346-9287. If you're unsure the ward in which your property is located, contact the city council office at (216) 529-6055.

   Of course, establishing a connection with a particular officer who works the area regularly is often a key to success. Other strategies include:

   - **Report incidents when they occur.** Call 9-1-1 if it is an emergency or call police narcotics detectives, gang units, and other special enforcement units as appropriate. You may need to do some research to find out which part of what agency deals with a particular type of problem.

   - **Keep activity logs or diaries** about the address when disturbances are frequent and encourage neighbors to do the same. Share copies of these logs with an officer, in person if possible.

   - **Encourage civil abatement action.** When speaking with enforcement officials, be aware that, in addition to criminal investigation, police often have the option of using civil law to help solve a problem — such as fining the owner or closing property that is associated with illegal drug activity and nuisance activity. In Lakewood, nuisance activity includes: any animal violations, disorderly conduct, noise violations, drug abuse violations, gambling violations, health and safety violations, sanitation violations, littering violations, obstructing official business violations, any alcohol offenses, any assault violations, any sex and theft violations, any weapons violations, and any felony violations. Under LCO §510.01(b) nuisance activity occurs when a citation has been issued, an arrest has been made, a conviction occurs, or when any City of Lakewood department has any documented nuisance activity instead of an arrest or a citation.

3. **Consider direct contact with the property owner.** Many activists contact the owner directly and ask for help in solving the problem. While police officers may do this for you, it is also an option available to any citizen directly. Understand that there may be a risk to your personal safety in contacting some

irresponsible owners, so be sure to plan your approach carefully. In general, try a friendly, cooperative approach first — it usually works. If it doesn't, then move on to more adversarial tactics. Here are some tips for the friendly approach:

- **Use tax records to find the owner.** County property tax assessment records generally will identify who owns the property.

- **Contact the owner.** It is amazing how often this simple step is never taken. Discuss the problem and ask for assistance with stopping it.

- **Suggest landlord training.** If the property is a rental, consider delivering a copy of this manual and encourage the owner to attend a landlord training program in your area.

- **Describe events.** Provide the owner with specific descriptions of events: Answer the questions who, what, where, when, and how about each event.

- **Give police references.** Give the property owner the names of officers who have been called to the address. (Names of specific officers are far more useful than general statements like "The police have been out frequently.")

- **Help locate criminal records if appropriate.** Learn how to access criminal background information, or how the property owner can. For example, if an occupant has a criminal record in your county, the local court house should have records. Good websites to check: cpdocket.cp.cuyahogacounty.us/TOS.aspx (for felony criminal cases) and www.lakewoodcourtoh.com/casesearch.html (for misdemeanor criminal cases).

- **Share activity logs.** Give copies of activity logs to the landlord, if it appears the landlord will use them to support lease enforcement actions.

4. **Enlist the help of others.** If it becomes apparent that the problem will not get resolved without more effort, it may be time for more aggressive action. This may take a higher level of organization and structure for the neighborhood. Here are some approaches to apply more pressure:

   - **Remind others to call.** After any action you take, call several other neighbors and ask them to consider doing the same thing, whether reporting an incident to police, calling the landlord or speaking to a local official. Do not ask neighbors to call and repeat your report. Do ask neighbors to make an independent assessment of the problem you have observed and, if they also consider it a problem, to report it as well.

   - **Call the Public Housing Authority.** If the residents are receiving public housing assistance from CMHA, contact CMHA at (216) 348-5000 to report the problems observed.

   - **Call for code inspection.** Call the Lakewood Division of Housing and Building at (216) 529-6270 to report maintenance code violations. Maintenance codes address exterior building structure and appearance, interior structure and appearance, as well as nuisances in yards such as animals, abandoned cars, trash, and neglect. Most properties with problem residents will have many violations of maintenance codes as well.

   - **Call your councilperson.** A list of councilmembers, with ward maps and contact information, can be found in the appendix of this manual.

   - **Consider calling the mortgage holder.** Sometimes the holder of the mortgage on a property can take action if the property is not in compliance with local law. Generally, if a financial institution is holding a mortgage on property, the name of the institution will be listed in the county records.

- **Write letters.** Citizens have the power to write letters to anyone — mayors, council members, chiefs of police, building inspectors, and many others. Your written documentation can add credibility and legitimacy to a problem that may not have received as much attention as it required. The first letters should be to those in a position to take direct action — a police officer, code inspector or other person tasked with addressing problems like the one you are working on. Don't write letters to managerial or political authorities until you have given the "chain of command" a chance to work. Do write letters to such authorities if it becomes apparent that the help your neighborhood needs is not forthcoming. When necessary, follow up calls or letters with personal appointments.

5. **Two strategies of last resort.** Generally, these activities should be undertaken by a well-organized group and only when diligent work with police, neighbors and officials has made little progress.

   - **Consider getting the media involved.** After making a concerted effort to get results through other means, discussing the problem with the media can be a way to focus more attention — and sometimes resources — on a problem. However, going to the media with your complaint before communicating clearly to the accountable organization can be counterproductive — it can cause justifiable resentment in public officials who feel "blind sided" by the media attention on an issue about which they had no prior warning. Also, be aware that if the problem is associated with criminal drug or gang activity, attracting media attention that results in your being the featured interview subject can put you in a position where your personal safety is more at risk.

   - **Start legal action against the property owner.** Citizens harmed by a nuisance property can also pursue lawsuits directly. In the final analysis, even the most negligent property owners will take action when they are made to understand fully that it will cost more money to ignore the problem than it will to stop it. The legal options for this type of approach vary substantially by jurisdiction. In general, this is not an easy process to pursue and should be considered only as a last resort. Again, the vast majority of neighborhood problems can be solved without having to go through the time and expense of legal action.

Chapter Four

The Role of the Police



COMMON COMPLAINTS:

"The problem is the police won't get rid of these people when we call. We've had dealers operating in one unit for months. The other tenants are constantly kept up by the activity — even until 2 or 3 in the morning on weeknights."

"I called police about one of my properties. They wouldn't even confirm that anyone suspected activity at the place. A month later they raided the house. Now I'm stuck with repair bills from the raid. If they had just told me what they knew, I could have done something."

PRACTICAL ADVICE:

"In almost every case, when the police raid a drug house, there is a history of compliance violations unrelated to the drug activity for which an active landlord would have evicted the tenant."

The Basics

Build an effective partnership. Know how to work with the system to ensure rapid problem resolution. Have a working knowledge of how your local law enforcement agency deals with drug and other crime problems in residential neighborhoods.

Defining the Roles: Landlords and Police

It is a common misconception that law enforcement agencies can evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict; the police don't. The police may arrest people for criminal activity. But arrest, by itself, has no bearing on a tenant's right to possess your property.

Eviction, on the other hand, is a civil process. The landlord sues the tenant for possession of the property. Note the differences in level of proof required: Victory in civil court requires "a preponderance of evidence" — the scales must tip, even slightly, in your favor. Criminal conviction requires proof "beyond a reasonable doubt" — a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to evict your tenants, but the police do not have enough evidence to arrest them. Further, even if the police arrest your tenants, and a court convicts them, you still must evict them through a separate process — or, upon release, they have the right to return to and occupy your property.

Many landlords are surprised to discover the degree of power they have to close drug rentals and eliminate their threat to the neighborhood. As one police captain put it, "Even our ultimate action against a drug operation in a rental — the raid and arrest of the people inside — will not solve a landlord's problem, because the tenants retain a legal right to occupy the property. It's still the tenants' home until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail long." It's surprising, but the person with the most power to stop the impact of an individual "drug house" operation in a neighborhood is the property owner — the landlord. Ultimately, the landlord can remove all tenants in a unit. The police can't.

The only time law enforcement may get involved in eviction is to enforce the outcome of your civil proceeding. For example, when a court issues a judgment requiring a tenant to move out and the tenant refuses, the landlord can go to the court (or other appropriate law enforcement agency) and request that the tenant be physically removed. The court will then appoint a bailiff to supervise the landlord (or his or her agent) in changing the locks and removing the tenant's property from the premises. But until that point, law enforcement cannot get directly involved in the eviction process. However, the police may be able to provide information or other support appropriate to the situation — such as testifying at the trial, providing records of search warrant results, or standing by while you serve notice.

Again, criminal arrest and civil eviction are unrelated — the only connection being the possibility of subpoenaing an arresting officer or using conviction records as evidence in an eviction trial. No matter how serious a crime your tenants have committed, eviction remains your responsibility.

What to Expect

Police officers are paid, and trained, to deal with dangerous criminal situations. They are trained in enforcing criminal law. They are not authorities in civil law. As such, if you have tenants involved in illegal activity, while you should inform the police, do not make the common but inaccurate assumption that you can "turn the matter over to the authorities" and they will "take it from there." Because landlord-tenant laws are enforced only by the parties in the relationship, when it comes to removal of a tenant, landlords are the "authorities." With that in mind, you will get best results from the police by providing any information you can for their criminal investigation, while requesting any supporting evidence you can

use for your civil proceeding.

In order to get the best cooperation, remember the rule of working with any bureaucracy: The best results can be achieved by working one-on-one with the same contact. Further, while this rule applies to working with any bureaucracy, it is especially important for working with a law enforcement agency where, if police personnel share information with the wrong people, they could ruin an investigation or even endanger the life of an officer. If an officer doesn't know you, the officer may be hesitant to give you information about suspected activity at your rental.

Your best approach, therefore, is to make an appointment to speak with a neighborhood officer in your community. Lakewood boasts four community officers, one for each ward, who are deeply attuned to problem properties in the neighborhoods. The ward officers are Bryan McNeeley, Ward 1, (216) 702-2407, Angela Ortiz, Ward 2, (216) 701-3063, Matt Wintrick, Ward 3, (216) 701-3308, and Michael Fritsch, Ward 4, (216) 346-9287. (If you're unsure the ward in which your property is located, call the city council office at (216) 529-6055.) There can be a huge difference between the type of information available through a single, anonymous phone call and the amount of assistance possible if you arrange an in-person meeting.

The type of assistance possible will vary with the situation — from advice about what to look for on your property, to documentation and testimony in your eviction proceeding. But remember that it is not the obligation of the police to collect information necessary for you to evict problem tenants. While you can get valuable assistance from the police, don't wait for the police to develop an entire criminal case before taking action. If neighbors are complaining that you have drug activity or other dangerous situations in your rental, investigate the problem and resolve it as quickly as possible (see the previous chapter on Crisis Resolution). Do not assume that the situation at your unit must be under control simply because the police have yet to serve a search warrant at the property.

The Nuisance Process

Versions of laws are on the books nationwide that allow such actions as heavy fines against owners who allow drug manufacturing or sale on their property, closure of such property for specified time periods, or even forfeiture of such property when the owner's complicity with the crime can be established.

In Lakewood, you should familiarize yourself with Chapter 510 of the Codified Ordinances, which may be viewed by visiting www.amlegal.com and finding Lakewood's codified ordinances. This is called the Criminal Activity Nuisance Ordinance, and it permits the city to collect from landlords the costs of frequent police visits to the landlord's property for tenant misbehavior (among other offenses). Under the ordinance, landlords are sent notices of repeated criminal activities on their properties and may be charged for the cost of responding after any additional nuisance activity in a 12-month period. These costs — representing the police force's time and administrative expense — are not negligible. One way to lessen the chance of being charged is to take specific action to fix the problem. Starting an eviction of a problem tenant can be used as evidence of having taken sufficient action to eliminate the nuisance so as to help the landlord avoid any charges.

While it is valuable for you to be aware of the specific laws that affect your area, it is a characteristic of most that they are rarely used on properties that are actively managed. If you are screening your tenants with care, enforcing your rental agreements, and in apartments, encouraging a sense of healthy community among your good tenants, it is unlikely that such laws will ever be used against you or your property.

Chapter Five

The Role of the Housing and Building Division



PRACTICAL ADVICE:

"In the end, housing inspectors are mainly just enforcing state law, so neither I nor they get to dictate how things should be maintained at my rental. That's why I've developed decent working relationships with the inspectors I see. It makes more business sense and ultimately costs less for me to work with the city to come up with deadlines and viable solutions to property issues rather than cutting corners and having to answer for that down the line."

The Basics

Make it a team game for the most success. A city's building department is a part of its backbone and a source of growth. It exists to enhance safety, improve housing and commercial buildings, and curb signs of blight. This is especially true in a city such as Lakewood, whose homes are entering their second century of life. The more you succeed in working collaboratively with the inspectors in the Lakewood Division of Building and Housing, the more success you'll have as a landlord aiming to maximize the effectiveness and long-term viability of your rental income business.

Overview of the Division

Lakewood's Division of Housing and Building issues permits covering any alterations, repairs or new construction, contractor registration and licensing, and housing licenses, as well as permits for peddler and solicitor's licenses. It inspects all structures in the city either by mandatory inspection or upon request — including Safety and Maintenance Inspections on rental property, permit inspections, complaint inspections and Certificate of Code Compliance (Formerly POS Inspections) inspections. The inspectors, certified by the state of Ohio inspect the permitted work on an ongoing basis throughout the construction process, while the Property Maintenance Inspectors focus strictly on the city's Safety and Maintenance Code. The division also accepts variance applications for the Board of Zoning Appeals, the Board of Building Standards, and the Architectural Review Board.

The office is staffed with of one Building Commissioner, one Assistant Building Commissioner, five Building Inspectors licensed through the State of Ohio to conduct inspections on renovations as well as new construction, four Property Maintenance Inspectors who enforce the Safety and Maintenance code, a part time Residential Plan Reviewer as well as three administrative support staff. Together, this team has over 300 years in combined professional experience with inspections, engineering, contracting and support, plus 30 hours of continuing education every three years for each state certification an inspector holds (an average of four certifications each).

The division aids the citizens and business owners who need additional information regarding building projects — including garages, room additions, storefront remodels with rental dwellings upstairs, or simply questions regarding permit requirements. Please contact (216)529-6270 with any Building Department Questions.

In addition to the above duties, inspectors are required to appear and offer testimony in Lakewood

Municipal Court for those who do not comply with correction notices issued in support of the local and state property maintenance and safety codes.

Types of Inspections

The chief priority of this department is enforcement of commercial and residential building codes for every structure in the city. This task is accomplished through the following types of inspections:

- **Safety and Maintenance Inspections** consist of complete interior, exterior and yard area inspections of non-owner- occupied structures on a street-by-street basis. Streets are assigned until all of the above properties have been inspected. When completed, the inspection rotation begins again.

- **Exterior inspections** are performed in all non-Community Development Block Grant areas. These are external-only inspections and are assigned by complaint and on a rotational street-by-street basis.

- **Exterior and interior complaint inspections** are triggered by various sources including citizen calls, councilmembers, the "report-a-problem," and police, public works or other city official referrals.

- **(Formerly POS)** now called **"Certificate of Code Compliance inspections"** 1 or 2 family owner occupied dwellings are not required to have this inspection before a property sells unless requested. 3 family and up are required to have this inspection prior to sale. An application needs submitted, and payment needs to be made prior to the inspection being scheduled with the Building Department. The fee for residential is 1-2 family is $50, while Commercial including 3-up as well as any new storefront is $75. After the inspection is completed the inspector has up to 10 days to issue an inspection report referred to as a correction notice if needed. The seller can correct the violations, or the buyer can assume the violations by signing an acknowledgment form. This process needs scheduled with your inspector in our office to process the paperwork, and have it notarized. Typically, title companies want to see the document "Certificate of Code Compliance" before they will move forward.

- **First-Time Homebuyers Program inspections** are initiated by the property owner and are required for participation in the program.

All of these inspections may, at one point or another, affect your rental property.

Housing (and Vacant Property) Licenses

Lakewood currently requires that all landlords, with the narrow exception of owner-occupants in one- and two-family homes, obtain and maintain a housing license each year. The term for one, two, three, multi family, and non-owner-occupied condominiums is November 1st through November 1st of the following year. The prices range as follows-non owner occupied condominiums $45, non-owner occupied 1 or 2 family dwelling $75 per unit, three family dwellings $60 per non owner occupied unit, all other non-owner occupied units $45 with a cap of $3,500 per building, and lastly vacant property license is $200 per building. A housing license is not transferable and cannot be pro-rated regardless of purchase/sale timeline.

Starting in 2019 The Department of Housing and Building has made all housing license applications electronic. An applicant can do this from a pc or mobile device and not have to worry about coming to City Hall. We do have kiosks in our department for our customers that would like a little assistance. The applicant simply creates an account or logs in to their existing account on our new city portal Citizenserve, then applies and pays for the housing license. Please call the Building Department (216)529-6270 with any questions regarding the Citizenserve portal process. Like times past the housing license is required to be posted in a common area. The applicant can print the Housing License directly from their account. The link to access the portal is http://www.onelakewood.com/housingapp The applicant must also affirmatively answer questions related to safety, occupancy or vacancy at the structure and provide tenant identification. Finally, the applicant must affirm that he, she or it does *at least two of the following three things*:

- uses a **written rental agreement** in leasing; and/or
- uses a **reputable screening agency** for the screening of tenants;

and/or

- has attended a city-approved **landlord-tenant informational seminar** within the past two years.

Graffiti: What Landlords Need to Know

What to do if you, your tenant or someone else identifies graffiti?

- If you as the landlord find graffiti on your property or someone else notifies you, you should report the problem to the city's Division of Housing and Building as soon as possible. This allows for the city to be able to come out and document the vandalism with pictures and paperwork so that a criminal case can be made against the person defacing the property. Likewise, the city can give tips to the landlord to remove the graffiti from different surfaces.

- If a tenant finds graffiti on the property, he or she should report it both to you as the landlord and to the city. There are several ways a tenant can report this information to the city. He or she can call the division directly at (216) 529-6270 or use the "report-a-problem" feature on the city's website located at www.onelakewood.com/report-a-problem-concern/.

How you can prevent graffiti. A landlord can take specific steps in order to prevent graffiti on his or her property. First off, a landlord should keep the appearance of the property very neat and clean. An exterior appearance of a property that suggests it has been neglected becomes a prime target for graffiti artists. This includes ensuring that parking lots are not littered, eliminating graffiti, fixing broken fences, taming overgrown landscaping, and improving poor lighting that might already be there. These are all red flags that warn a landlord their property has a chance of being vandalized. Secondly, if a landlord's property does become defaced, removing the graffiti within 24 to 48 hours is imperative. This protects the image of the property and shows the criminal the landlord is paying close attention to their property.

Landlords should consider taking the next steps in protecting their property. A landlord should setup security on his or her property so they will be able to clearly identify the vandal. Some security steps include installing a camera, organizing a "neighborhood watch" party between your tenants, or putting graffiti-resistant materials or coatings on walls of your property that are accessible to the public. There are also some "controlling" mechanisms that have been used successfully to steer vandals away from property. You could install shrubs and other thorny bushes around the property, improve lighting around the building, use fences to control entrances and exits, and limiting access to roofs by moving dumpsters away from walls.

More information about graffiti prevention can be found at www.graffitihurts.org or Keep America Beautiful's site, www.kab.org.

Smoke and Carbon Monoxide Detectors

In Lakewood, it is the responsibility of the property *owner* — not the tenant — to install smoke detectors and carbon monoxide detectors in each residential dwelling unit. The smoke detectors must be capable of sensing visible and invisible particles of combustion and providing a suitable alarm noise to notify the resident of an emergency. This requirement is strictly enforced, and penalties have been issued for failing to make the proper installations. Smoke detectors are required to be a 10 year tamper resistant lithium ion battery type, and c/o detectors must be 120v plug in type.

Carbon monoxide detectors must be approved by the state or National Fire Protection Association. These detectors should be capable of detecting the presence of carbon monoxide gas and providing a suitable alarm to residents when there is a low-level threshold for gases.

Location of detectors. In every rental property, there should be at least one smoke detector and one carbon monoxide detector in the immediate vicinity of a sleeping area. Likewise, alarming signals should be clearly functioning in all bedroom areas. When more than one sleeping room occurs within a dormitory or dwelling unit, one detector may serve more than one room provided that the required exits from such

sleeping rooms are in a single private corridor within 15 feet of the detector.

When a landlord has a tenant moving out of the property, it is imperative that the landlord ensures that all smoke and carbon monoxide detectors are operating before a new tenant moves in. Both our fire officials and our building officials have jurisdiction to inspect the installation of any smoke detector or carbon monoxide detector and any violations found to exist may subject a landlord to penalty. Thus, landlords should take extra precautions against improperly installing (or not installing) these detectors. Both the Housing and Building Division and the Division of Fire will be helpful answering questions.

Garbage and Recycling in Lakewood

The Lakewood ordinances permit the Division of Refuse and Recycling to adopt rules that promote collection efficiency and protect the quality of neighboring properties. The refuse division takes the protection of the quality of life in Lakewood's neighborhoods seriously, and its adopted rules reflect as much. Landlords will save hassle and money by educating tenants about refuse and recycling rules and by adhering to those rules themselves.

What landlords are responsible for. Landlords are responsible for making sure their tenants are aware of and comply with the ordinances, rules and regulations on garbage and recyclable placement. When tenants fail to adhere to the rules, landlords are responsible for them. Violations of any rule may result in the landlord being charged for the collection of improperly placed debris, the actual cost of collection, or the administrative cost incurred for the city's enforcement of such rule.

In Lakewood, refuse and recyclables must be set out by 6:30 a.m. on the collection day, but may not be set out before 6 p.m. the night before collection. Collection days for properties in Lakewood are usually the same day each week — but that schedule can be affected by holidays. It is the landlord's responsibility to check with the city's refuse and recycling division to see when collection occurs; often holiday announcements appear on the city's webpage. Once the garbage is removed from a refuse cart, the landlord should return the cart to the rear of the property that same day.

Lakewood's mandatory recycling program. It also important that landlords know that recycling is required for properties that receive refuse services from the city. Recycling is good for the environment and saves the city a tremendous amount of money each year not spent on "tipping fees" — the cost of dumping our trash into landfills.

The city's recycling and yard waste program provides guidance for what kind of content must be recycled — and how to properly prepare, package and set out recycled rubbish and yard waste. No garbage cans, bins, or regular trash bags may be used for recycling or yard waste. Recyclables must be placed in clear or blue plastic bags and may contain, generally, plastic, glass, aluminum, paper and cardboard all in one bag.

It is important to note that Lakewood does not collect garbage and trash from properties with five or more household units but does collect recyclables and large bulk items like couches, chairs, mattresses, and appliances on the city's regular collection schedule. Violations may result in non-collection of materials and fees charged to landlord.

For information about the city's refuse collection, recycling and yard waste rules and regulations, including cart placement for properties that receive municipal collection, refuse and recycling services to multiple-unit properties, apartment information, and the latest holiday collection schedule, please call Lakewood's Refuse and Recycling Division at (216) 252-4322 or visit www.onelakewood.com and make your way to the refuse and recycling pages within the Public Works Department.

Municipal Tax Requirements

Landlords should take note that any individual or business owning property in the city is required to file a tax return with the Division of Municipal Income Tax for as long as the person or entity owns the property — regardless of whether the property displays income or a loss for the tax year. For further information, please contact the Division of Municipal Income Tax at (216) 529-6620. Walk-in customer service is generally always available at 12805 Detroit Ave., Suite 1 in Lakewood.

Utility Obligations

Lakewood owns most of its below-grade utility infrastructure, including water lines, sanitary sewers and storm sewers. The city owns and operates its water distribution system, consisting of approximately 110 miles of water mains, 3,000 main line valves, 1,600 fire hydrants and 14,400 water meters. The city's wastewater collection system consists of approximately 166 miles of storm and sanitary sewer mains.

Lakewood is also a "master-meter" community — one that buys its drinking water from another source (Cleveland's water utility) and pushes it out to every property in the city. That also means that in all residential areas, Lakewood bills directly for its water and sewer service to properties. You should be aware that while your agreements with tenants may pass the cost of water and sewer charges onto them, the property owners are responsible for these charges — and state code permits every municipality the ability to certify any unpaid charges upon the tax duplicate for the property. While the city will do what it can to work with landlords whose tenants have not paid, ultimately those charges are the landlords' obligations.

Lakewood prides itself on both a solid delivery system and superb customer service in these areas. If you or your tenants experience any problems, you may call (216) 529-6820 for water issues and (216) 529-5941 for sewer issues during business hours, or (216) 521-6773 after hours, on holidays or on weekends.

Snow Removal and Snow Bans

Lakewood prides itself on being one of the most walkable communities in America — even in winter. Landlords are advised that the city aggressively monitors whether sidewalks are cleared in accordance with our ordinances, which generally require that owners and others in control of a property clear snow and ice from adjacent sidewalks by 8 p.m. following the cessation of snowfall in residential areas and by 9 a.m. each day in business areas. See Section 521.06 of the Codified Ordinances for more details.

When weather forecasts predict heavy snow, a snow parking ban may be issued. This is necessary for our plows to pass through and make the streets safe for emergency vehicles. On streets that are posted "Emergency Snow Ban" streets (see www.onelakewood.com/community-vision/mobility), your tenants should be aware that snowfall in excess of two inches within a 24-hour period automatically puts an emergency snow ban into effect and street parking is prohibited on those streets — without any formal announcement from the city. Your tenants should always consult the posted signs, as the snow bans are often enforced with ticketing and sometimes towing.

A city-wide emergency snow parking ban may also be declared in the event of a heavy snowstorm. This means parking would not be permitted on any city street until the street has been plowed. Should a city-wide emergency snow parking ban be issued, the city will send the notice to all media outlets and post the information prominently on the city's website. See Sections 351.26 and 351.27 of the Codified Ordinances for more information. For a map of parking locations during emergency or citywide snow bans, please see www.onelakewood.com/community-vision/mobility.

Appendix

City Contacts for Landlords

City Hall main number: (216) 521-7580
Office hours: 8 a.m. to 5 p.m. Monday to Friday
Website: www.onelakewood.com

City Council

Council main number: (216) 529-6055
TESS NEFF, Ward 1: (216) 245-2287 | tess.neff@lakewoodoh.net
TOM BULLOCK, At Large: (216) 337-1318 | tom.bullock@lakewoodoh.net
JOHN LITTEN, Vice President, Ward 3: (216) 302-8333 | john.litten@lakewoodoh.net
DAN O'MALLEY, President, Ward 4: (440) 552-7234 | daniel.omalley@lakewoodoh.net
TRISTAN RADER, AT LARGE: (440) 315-2852 | tristan.rader@lakewoodoh.net
JASON SHACHNER,Ward 2: (216) 714-2150 | jason.shachner@lakewoodoh.net

Departments and Divisions

HOUSING AND BUILDING: (216) 529-6270 | housing.building@lakewoodoh.net
- Permits and forms
- Inspections
- Registered contractors
- Construction guidelines and building specifications

COMMUNITY RELATIONS: (216) 529-6650 | commrel@lakewoodoh.net
- Community events and block parties

COMMUNITY DEVELOPMENT: (216) 529-4663 | dcd@lakewoodoh.net
- Restoration rental loans
- Home Enhancement Loan Program
- Lead Safe Program
- Fair housing training

FIRE: (216) 529-6656 (non-emergency) | fire@lakewoodoh.net
- Fire code violations
- Smoke and carbon monoxide detectors

LAW: (216) 529-6030 | law@lakewoodoh.net
- Neighbor mediation
- Housing code prosecutions
- Nuisance property questions

PLANNING: (216) 529-6630 | planning@lakewoodoh.net
- Architectural Board of Review and Board of Building Standards
- Board of Zoning Appeals
- Planning Commission
- Signage and zoning matters

POLICE: (216) 521-6773 (non-emergency) | police@lakewoodoh.net
- Criminal activity nuisance properties
- Neighborhood policing
- Narcotics investigations
- False home alarms

PUBLIC WORKS: (216) 529-6804 | pubworks@lakewoodoh.net
- Yard waste collection and enforcement
- Recycling collection and enforcement
- Refuse regulations: pickups and containers
- Construction materials
- Nuisance ordinance
- Flooded basements

TAX: (216) 529-6620 | taxdept@lakewoodoh.net
- Municipal income tax returns for all owners of property in Lakewood

Municipal Court

Court main number: (216) 529-6700
Court hours: 8 a.m. to 5 p.m. Monday to Friday
Website: www.lakewoodcourtoh.com
- Eviction hearings
- Housing court
- Criminal court

Note: The Court does not give legal advice.

Property Management Associations

The service and type of support offered by property management associations vary. Examples of services include rental forms, continuing education, attorney referrals, answering landlord-tenant questions, legislative lobbying, running credit checks, monthly meetings to discuss topics of interests, and various other services. The level of service and ability to advise varies as well.

Locally, the Northeast Ohio Apartment Association represents multifamily owners and managers with interests in more than 100,000 units throughout the Northern Ohio region. Contact information can be found at www.noaamembers.com. Worth noting is that NOAA maintains a comprehensive set of website materials on landlords' handling of bedbug issues. *Note: This is not an endorsement of any service or organization.*

Sample Rental Agreement

[***Note**: This rental agreement is provided as a sample only and its inclusion should not be considered legal advice. For a version in Microsoft Word format, please e-mail the Law Department and request a copy.*]

RESIDENTIAL LEASE

This lease agreement is made [*date*] between [*name of landlord*] (Landlord), whose principal office is [*address*], Ohio, and [*specify name of each tenant*] (Tenant), for lease of the premises located at [*street address and unit number*] in the City of Lakewood, County of Cuyahoga, Ohio (Premises).

Use of the term "Lease" in this agreement refers to the initial term of the lease, and to any extension or renewal of the initial term unless noted.

THIS AGREEMENT SHOULD BE READ AND UNDERSTOOD BEFORE BEING SIGNED. IT IS A BINDING LEGAL AGREEMENT.

Term of Lease

1. The initial term of this Lease will be for a period of [*specify, e.g.* , one year], beginning at 12:00 midnight on [*date, e.g.*, September 1, 20], and will end at 12:00 midnight on [*date determined by term of lease, e.g.*, September 1, 20]. If Tenant takes possession and uses the Premises at any time before the term begins, this Lease will begin on the date that possession begins and will terminate on the date specified. Tenant must pay rent to Landlord for any period of early occupancy at the monthly rate specified in Paragraph 2, prorated for any period of occupancy for less than a month at a rate of 25 percent of the monthly rate for each week or portion of a week of occupancy, to a maximum of the monthly rent.

Rent and Late Charges

2. The rental for the term is $ [*specify amount*] per [*specify term, e.g.*, year], payable in monthly payments of [*amount*] in advance on the first day of each and every month during the term of the Lease. Landlord may require, as additional rent, the payment of a late charge for any monthly payment not received as of the tenth day of the month. This charge shall be five percent of the monthly rent payment. Landlord may also charge Tenant a fee of five percent, as additional rent, for every check that is not honored by the bank on which it is drawn.

Security Deposit

3. Tenant shall pay to Landlord a security deposit in the amount of [*specify amount no more than 200 percent of monthly rent*]. This amount shall be held in trust by Landlord as security for Tenant's performance of each and every term and condition of this Lease. Tenant may not apply the security deposit to any rental payment for any reason, except as permitted by law. The security deposit will be deposited in an account at [*name of financial institution*], whose address is [*street address*], [*city*], Ohio. Landlord reserves the right to transfer the security deposit to another financial institution from time to time with prior notice to Tenant.

Landlord shall pay income earned on the deposited security deposit to the tenant annually [on the renewal or anniversary date of the tenant's lease *or* on January 31]. At

Tenant's option, payment shall be made in cash or be credited toward the payment of any rental payment due at the time of renewal.

Within thirty days after the end of this Lease or any renewal term, Landlord will return to Tenant the security deposit and Tenant's portion of the interest, less any deductions made under this Lease. Landlord is authorized to deduct from the security deposit the full amount of any reasonable cost incurred as a result of Tenant's breach of any term or condition of this Lease, including compensation for Landlord's own labor at the rate of_____[*amount*] per hour. Landlord shall provide Tenant with a statement itemizing the interest and any deductions within thirty days after the termination of the tenancy. Tenant shall provide Landlord a correct forwarding address at least two weeks before the end of the tenancy.

If Landlord's interest in the building in which the Premises are located is transferred, the Landlord shall turn over the security deposit plus Tenant's portion of the interest to the new landlord. Landlord shall additionally notify Tenant of the name and address of new landlord. Notice shall be given within five days after the transfer, by registered or certified mail. On providing notice, Landlord shall then no longer have any obligation to Tenant for the return of the security deposit and accrued interest or earnings.

Cleaning Fee

4. Tenant shall pay to Landlord the sum of $_____[*amount*] before the beginning of the Lease term, to compensate Landlord for the cost of routine cleaning and refurbishing at the end of the tenancy. This fee shall be non-refundable and shall not be considered in any way as security for the performance of any obligation. Cleaning necessitated by other than normal wear and tear on the Premises, or by Tenant's breach of any term or condition of this Lease, shall be treated as a deduction from the security deposit as provided in Paragraph 3 of this Lease.

End of Term and Automatic Renewal

5. If Tenant wishes to terminate this Lease at the end of its original term,_____[he *or* she] must give Landlord written notice at least_____[*specify, e.g., if term is monthly:* thirty *or if term is yearly:* ninety] days before the end of the term. This notice must be in writing and must be sent by certified mail or personally delivered to Landlord at the address at the top of this Lease. AN ORAL NOTICE IS NOT SUFFICIENT. If written notice of Tenant's intention to terminate this Lease is not given to Landlord within the time noted above, the Lease shall AUTOMATICALLY RENEW as a month-to-month tenancy on the same terms and conditions as contained in this Lease.

If at any time after the end on the original term of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to increase the monthly rental, Landlord shall give to Tenant a Notice to Quit terminating the tenancy under this Lease, and a Notice of Rent Increase, offering a new tenancy for a specified term at a specified rent. Notice shall be given at least sixty days before the date on which the new tenancy at the increased rent shall begin. If Tenant chooses not to accept the offer of a new tenancy, Tenant shall give Landlord a written notice of intention to vacate at the end of the then current term, at least one month before the end of that term. If Tenant does not give this notice, the new tenancy shall automatically begin on the date specified in Landlord's notice, under the terms specified.

If at the termination of this Lease term, or at the termination of any term of renewal of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to change any of the terms and conditions of this Lease effective for the next renewal term, Landlord shall give tenant a Notice of Modification of Lease. Notice shall be given at least sixty days before the date on which the modifications are to become effective. If Tenant chooses not to accept the modifications, then the Tenant shall give Landlord a written notice of intention to vacate at the end of the term, before the modifications are to take effect. If Tenant does not give this notice, the modifications shall take effect on the date specified in Landlord's notice.

Landlord reserves the right to refuse to renew this Lease for any of the reasons permitted by law at the time of the refusal.

Utilities and Services

6. Tenant agrees to promptly pay all bills and charges for utilities and services furnished to the Premises, except as follows:_____[*specify any utilities to be paid for by landlord, or other entity such as state or local government*]. The following utilities or services shall be furnished to the Tenant through Landlord's facilities or equipment: _ [*specify*], and Tenant shall purchase the service or

utilities directly from Landlord at the prevailing market rates. Any payment due Landlord under this Paragraph 6 shall be considered additional rent, due and payable with the next monthly rent payment.

Interruption in Utilities and Services

7. Landlord is not liable for any stoppage or reduction of services caused by factors or forces beyond Landlord's control. If there is such an interruption, Landlord shall, as soon as reasonably possible, take all steps within_____[his *or* her] control to restore the service. Tenant agrees that if Landlord takes reasonable steps to restore the service, Landlord will not be liable to Tenant for the interruption. Nothing in this Paragraph 7 shall be construed to waive Landlord's warranty of habitability, or to limit Tenant's remedies in the event of a breach of that warranty.

Use of Premises

8. Tenant shall possess and use the Premises only as a private residence for Tenant, Tenant's spouse and children, and the following named individuals:_____[*specify*]. No other occupant or other use is permitted. Occupancy by any other persons is prohibited without written permission from the Landlord. Tenant will comply with all legal requirements for the use of the Premises and will not use the Premises for unlawful purposes.

Tenant's Maintenance of Premises

9. Tenant shall take good care of the Premises. At the expiration of the Lease, Tenant shall vacate and leave the Premises in as good a condition as existed at the beginning of the term, except for reasonable wear and tear. If the Premises are not left in as good a condition as existed at the beginning of the Lease term, Tenant will be responsible to pay Landlord for all cleaning costs and other costs for repairing damage to the Premises or to any fixtures. Tenant shall pay the cost of repair for any damage or breakage caused by Tenant, Tenant's family, visitors, or any other persons on the Premises with Tenant's permission. Tenant shall do nothing to destroy, deface, damage, or remove any part of the Premises or the building in which the Premises are located, including the plumbing and electrical fixtures, doors, windows, fences, shrubs, lawns, and common facilities. Tenant shall also pay the cost of repair for any breakage or damage to the common facilities or building in which the Premises are located, caused by the Tenant, Tenant's family, visitors, or any other persons on the Premises with Tenant's permission. Damage for which Tenant may be liable includes all replacement costs.

Tenant shall promptly notify Landlord of any condition that requires repair. If Tenant does not provide prompt notice, Tenant is liable for any damage that occurs because of the delay. Any payment due under this Paragraph 9 shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from the Landlord to Tenant.

Delivery of Possession and Tenant's Right to Quiet Enjoyment

10. Landlord shall make the Premises available to Tenant on the first day of the initial term of this Lease, unless possession is not possible due to the holdover of a prior Tenant or other condition beyond Landlord's reasonable control. Landlord is not liable to Tenant for a delay in delivering use of the

Premises, but Landlord shall deliver possession as soon as reasonably possible. The obligations of the Landlord and Tenant under this Paragraph 10 are not excused because of any such delay, but Tenant's obligation to pay rent will begin on the date that Landlord actually gives possession of the Premises, and rent for any partial month of possession at the beginning of the term shall be prorated under the formula set forth in Paragraph 2 of this Lease. Tenant shall be entitled to the quiet enjoyment of the Premises, free from any interference from Landlord or any person under Landlord's control, during the term of the Lease as long as Tenant is not in default of any obligation under this Lease.

Liability of Landlord and Tenant

11. Landlord shall be exempt from any and all liability for any damage or injury to any person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the intentional or negligent act or omission of the Landlord. Tenant assumes the full responsibility and cost of defending, compromising, discharging, or otherwise satisfying any loss, liability, claim, or action that occurs due to the negligent acts or omissions of Tenant or Tenant's family, visitors, or other persons on the Premises with the consent of Tenant. Tenant shall also be responsible to reimburse to Landlord any cost incurred due to the negligent act or omission of Tenant, Tenant's family, visitors, or other persons on the Premises with Tenant's permission. Tenant must give prompt written notice to Landlord of any condition or defect affecting the Premises that Tenant could reasonably foresee resulting in liability or loss. This notice must be given within twenty-four hours after Tenant knows of the condition or defect affecting the Premises. Any payment due under this Paragraph 11 shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from Landlord to Tenant.

Conduct of Tenant

12. Tenant must have regard and consideration for the comfort and convenience of other tenants in the building in which the Premises are located. Tenant will be responsible for the acts and conduct of Tenant's family, visitors, and any other persons on the Premises with Tenant's permission or in the building in which the Premises are located. Tenant agrees to comply with the Rules and Regulations, which are attached to this Lease as Schedule A, and which are incorporated as terms and conditions of this Lease. Tenant is also responsible to ensure that Tenant's family, visitors, and any other persons on the Premises with Tenant's permission shall comply with the Rules and Regulations. During the term of the Lease or during any renewal term, Landlord may propose reasonable changes and amendments to the Rules and Regulations for Tenant's approval; Tenant shall not unreasonably withhold approval of proposed changes and amendments. Tenant agrees to accept any reasonable changes and amendments that Landlord may make to the Rules and Regulations at the beginning of any renewal term of the Lease. Failure to abide by the Rules and Regulations is a breach of this Lease.

Fire Hazards and Insurance

13. Tenant agrees to use every reasonable precaution against fire and to promptly notify Landlord of any fire hazard, fire, or other accident on the Premises. Tenant shall not use the Premises or permit them to be used in such a manner that fire insurance or other insurance placed on the Premises or on the building in which the Premises are located shall be canceled, suspended, or rated a more hazardous risk than at the date of the execution of this Lease. On Tenant's breach of this obligation, Landlord may, in addition to other remedies provided by the Lease or by law, collect from Tenant, as additional rent, any increase in premiums on insurance carried on the Premises or on the building in which the Premises are located.

Insurance on Tenant's Belongings and Crime Insurance

14. Landlord carries no insurance covering loss to any of Tenant's belongings, whether located or stored inside or outside the Premises. Tenant has total responsibility for securing insurance protection against loss by fire or other cause to Tenant's belongings.

Storage Outside Leased Premises

15. Storage outside the Premises is available without charge to Tenant for storage of Tenant's belongings. However, Landlord is not responsible for the protection or safety of Tenant's belongings that are stored in any storage spaces. It is Tenant's responsibility to obtain insurance to protect Tenant's belongings against loss.

Alterations and Repairs

16. Tenant agrees not to attach or install awnings, television or radio aerials, satellite receivers, screens, signs or anything else to the building in which the Premises are located, or to balconies outside the building or to the Premises. Tenant agrees not to paint, wallpaper, or make any other alterations, improvements, changes, or additions to the Premises, building, or balconies without the prior written consent of the Landlord, who shall not unreasonably withhold consent. Tenant shall remove any attachments, installations, alterations, improvements, or additions at the end of the Lease term and shall restore the Premises to the same condition as existed at the beginning of the term, reasonable wear and tear excepted. All costs of removal and restoration shall be at Tenant's expense. If Tenant fails to restore the Premises as required, Landlord may do so and assess the cost as damages to the Premises.

Landlord's Right of Entry

17. Landlord shall have access to the apartment at all reasonable times for the following purposes: (1) to make ordinary or emergency repairs and maintenance; (2) for inspection to determine whether Tenant is making proper use of the Premises; (3) for inspection to determine whether Tenant is complying with provisions of this Lease that protect Landlord against liability and casualty. Except in the case of an emergency, Landlord must provide Tenant with twenty-four hours notice before making any entry. Tenant shall have the right to refuse entry at the time requested and the obligation to grant entry at another time within twenty-four hours of the time requested.

At any time after Tenant has given notice of termination of tenancy, or after Tenant has refused to agree to a rent increase or modification of this Lease as provided in Paragraph 4 of this Lease, or at any time at which Tenant is in default under this Lease or subject to eviction for good cause, Landlord may show the Premises to rental applicants at reasonable hours, on advance notice to tenant.

If Tenant changes the locks or installs additional locks on the Premises, Tenant must notify Landlord in writing in advance and furnish Landlord with a duplicate set of keys for the new locks. Any changed or additional locks that Tenant installs shall become the property of Landlord and shall remain on the Premises at the termination date of the Lease. All keys that are given to Tenant at the beginning of the Lease term shall be returned to Landlord at the termination of the Lease. If Tenant fails to return any key to the Premises, Landlord may replace the lock of the unreturned key at Tenant's expense, payable immediately on demand by landlord. Landlord is not liable for any damages that may occur because Landlord is unable to gain access to the Premises due to inability to gain entry as permitted by this Paragraph 17.

Assignment and Subletting

18. Tenant may not do any of the following without the Landlord's written consent: (1) assign this Lease; (2) sublet all or any part of the Premises; (3) permit any person to use the Premises other than those specified in Paragraph 8 of this Lease. Unless Tenant has obtained Landlord's written consent, any assignment or subletting may be disregarded by Landlord as if it had not occurred, and Tenant shall continue to remain responsible for the performance of all terms and conditions of this Lease.

Tenant's Default

19. Tenant shall be considered in default under this Lease under any of the following circumstances: (1) Tenant fails to pay rent due and owing under this Lease; (2) Tenant, after written notice to cease, continues to be so disorderly as to destroy the peace and quiet of the other occupants of the building in which the Premises are located and of the neighborhood; (3) Tenant willfully or by gross negligence causes or allows destruction, damage, or injury to the Premises; (4) Tenant, after written notice to cease, continues to substantially violate or breach any of the Rules and Regulations attached as Exhibit A to this Lease; (5) Tenant, after written notice to cease, continues to substantially violate or breach any of the covenants contained in this Lease; (6) Tenant, after a valid Notice to Quit and Notice of Rent Increase, fails to give Landlord a notice of termination of tenancy as set forth in Paragraph 5 of this Lease, and thereafter holds over after the termination of the term and fails to pay the increased rent; (7) Tenant, after written notice, refuses to accept modifications in the terms and conditions of the Lease at the end of the term or at the end of any renewal term of the Lease, and fails to give Landlord a notice of termination of tenancy as set forth in Paragraph 5 of this Lease.

Right of Reentry

20. If at any time Tenant shall be in default under this Lease as defined in Paragraph 19, Landlord shall be entitled to reenter the Premises by means of summary dispossession proceedings or any other method permitted by law, and to remove all persons from possession for any cause permitted by law.

Landlord's Remedies on Default

21. On default by Tenant, Landlord may terminate this Lease and may also take any other action or seek any other remedy permitted by law. Tenant shall immediately quit and surrender the Premises to Landlord. In the case of any default and reentry, whether by summary dispossession proceeding or otherwise, all unpaid rent for the remaining term of this Lease shall be due, together with all expenses that Landlord may incur for attorneys' fees, court costs, brokerage fees, costs of repair, administrative fees, advertising fees, and other costs of preparing the Premises for re-rental, subject to Landlord's duty to mitigate damages. If Landlord re-rents the Premises for less than the Tenant's rent, Tenant shall pay the difference until the end of the Lease term. Tenant shall not be entitled to any rebate if the Premises are re-rented for an amount greater than the rent established by this Lease or by any lawful rent increase.

Neither the voluntary surrender of the Premises by Tenant nor the taking of possession of the Premises by Landlord pursuant to a judgment for summary dispossession shall relieve Tenant of the obligation to pay rent and other costs and damages as set forth in this Paragraph 21. If Tenant vacates the Premises while still owing any rent or other payments, Tenant authorizes Landlord to obtain all necessary reports and information for the purpose of learning Tenant's forwarding address or whereabouts. Any sums owed to Landlord under this Paragraph 21 shall be considered additional rent.

Landlord's remedies for Tenant's default shall be cumulative and concurrent, and the use of one remedy shall not bar or prevent Landlord from using any other right, remedy, or power conferred upon Landlord by law. Landlord's acceptance of rent after a violation by Tenant of any agreement in this Lease or Landlord's failure to enforce any term or condition in this Lease shall not prevent Landlord from enforcing the provision or any other term or condition at a later time.

Kerosene Heaters

22. The use or storage of any kerosene heater or any other heater that uses combustible materials or fluids is absolutely prohibited at all times in the Premises or in the building in which the Premises are located. There shall be no exceptions of any kind to this prohibition.

Destruction by Fire or Casualty

23. Tenant shall give Landlord immediate notice of any fire or casualty on the Premises. Provided that any damages due to fire or other casualty are not the fault of Tenant, Tenant's family, visitors, or other persons who are on the Premises with the permission of Tenant, the following shall apply:
a. If the Premises are so damaged by fire or other casualty that they cannot be repaired and restored to their former condition within sixty days, this Lease shall be rescinded and all parties released from all duties and obligations under it.

b. If the Premises are partially damaged by fire or other casualty and may be repaired and restored to their former condition within sixty days, Landlord shall make repairs and restore the Premises as soon as reasonably possible. Landlord may reenter to take possession of the Premises for the purposes of such repairs and restoration, but this Lease shall remain in effect. If the Premises are entirely uninhabitable during the period when repairs are in progress, Tenant shall temporarily vacate the Premises, and the duty to pay rent shall entirely abate during the period of temporary vacation. If the Premises are partially habitable during the period of repair, Tenant may remain in possession, but the monthly rent shall be apportioned to reflect the portion of the Premises that are uninhabitable. Landlord shall have no duty to compensate Tenant for the cost of any alternate housing procured during a period of repair, other than by means of a rent abatement or apportionment.

In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of partial destruction, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

If Landlord is obligated to make repairs and restoration, Landlord shall be obligated only to repair the damaged structural parts of the Premises and any fixtures installed by Landlord. Landlord is not required to repair or replace any improvement, addition, or fixture installed by Tenant.

Despite any other provision in this Lease, if a fire or other casualty is caused by the act or neglect of Tenant, Tenant's family, visitors, or other persons who are on the Premises with permission of Tenant, the Tenant must pay for all repairs and other damages to the Premises and must continue to pay full rent for the balance of the Lease term.

No penalty shall accrue against Landlord for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds or other cause beyond Landlord's reasonable control.

Effect of Condemnation

24. If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, this Lease shall terminate on the date when title vests in the condemning party or the date on which the Tenant is required to vacate, whichever is earlier. Tenant's obligation to pay rent will abate as of that date. Tenant will have no claim against Landlord for the value of any unexpired portion of the Lease term, or any other claim for such taking or condemnation.

If the Premises are partially taken or condemned so that occupancy under the terms of this Lease is still possible, rent shall be apportioned to make adjustments for the taken or condemned portion of the Premises. In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of condemnation, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

Abandoned Property

25. On termination of the Lease term, whether by operation of this Lease, by entry of judgment for possession in favor of Landlord, or by Tenant's vacation of the Premises, Tenant shall be responsible for

the removal of all tenant-owned property. If Tenant fails to remove any such property, on reentry by the Landlord it shall be deemed abandoned and ownership shall transfer to Landlord. Landlord shall then be entitled to dispose of the property without liability to Tenant.

Costs and Attorneys' Fees

26. If any judicial action is brought by any party to enforce or interpret any provision of this Lease, the prevailing party shall, at the discretion of the court, recover from the other all costs of the action and reasonable attorneys' fees.

Saving and Severability Clause

27. If any provision of this Lease is contrary to law, whether by statute or final court decision, the provision shall be considered amended as necessary to conform to legal requirements. The rest of the Lease shall remain in full force and effect and unaffected by any such amendment.

Notices

28. All notices that must be given in accordance with a statute or regulation shall be given as provided by law. All other notices given under this Lease must be in writing. Notice may be given by personal delivery to the other party or by certified mail, return receipt requested. Notices shall be addressed to Landlord at the address written at the beginning of this Lease and to Tenant at the Premises.

Entire Agreement

29. This Lease is the entire agreement of Landlord and Tenant. Tenant has read this Lease before signing. Any changes or modifications of this Lease, other than modifications presented by Landlord at the end of the Lease term as provided in Paragraph 5, must be in writing and signed by both parties.

LANDLORD AND TENANT HAVE READ THIS LEASE, FULLY UNDERSTAND ITS PROVISIONS, AND INTEND TO BE BOUND BY IT.

It is signed on the date written at the beginning of the Lease.

SIGNATURES:

Landlord:

_____
[*signature of landlord*]

_____
[*printed name*]

Tenant(s):

_____
[*signature of tenant*]

_____
[*printed name*]

[*Add signature lines for each tenant or other person to be bound by or charged under lease*.]

[*Notary acknowledgment below if the lease is for a term exceeding three years.*]

STATE OF OHIO **}**
} **ss.**
COUNTY OF_____ **}**

On_____, 20 , before me, a Notary Public in and for said county and state, personally appeared the above-named__and_____, who each respectively acknowledged that he or she signed the foregoing instrument as his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at_____, Ohio, on _____, 20 .

_____
[*Notary signature*]

_____
[*Printed name*]

[*Notary seal*]

My commission expires_____.

This instrument was prepared by:

[*Identify preparer*]

Disclaimer

This landlord manual and its appendices provide general information about issues affecting landlords in Lakewood for the convenience of readers. The manual, appendices and the content within are not intended to establish and their use does not establish an attorney-client relationship between the City of Lakewood and any reader. Information in this manual or any appendices is not legal advice. Do not rely on this information as legal advice. Consult your legal adviser regarding landlord-tenant law, eviction law, fair housing law, rental agreements and all other procedures, guidelines and warnings suggested in this manual. Do not send confidential information to anyone affiliated with the City of Lakewood without first obtaining specific authorization. Any references or referrals to non-governmental organizations or their contact information herein should not be construed as an endorsement of any service or product provided.