

Federal Fair Housing Contacts  
**HUD Fair Housing and Equal Opportunity (FHEO)**

Phone: 800-669-9777 (Voice)

TTY: 800-927-9275

Website: <https://www.hud.gov/fairhousing>

You can file a federal housing discrimination complaint online or by phone.

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Statewide Ohio Fair Housing Contacts  
**Ohio Civil Rights Commission (OCRC)**

Toll-Free Phone: 888-278-7101

Email: [PACE@civ.ohio.gov](mailto:PACE@civ.ohio.gov)

The OCRC enforces Ohio's fair housing laws and assists with filing housing discrimination complaints.

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Local Fair Housing Assistance

**West Ohio Community Action Partnership (WOCAP)**

Address: 540 S Central Ave, Lima, OH 45804

Phone: 419-227-2586 ext. 156

Email: [vcuthrell@wocap.org](mailto:vcuthrell@wocap.org)

Website: <https://www.wocap.org>

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Legal Services

**Advocates for Basic Legal Equality (ABLE)**

Address: 130 W. Second St., Suite 700 East, Dayton, OH 45402

Direct: 419-930-2333

Fax: 937-535-4599

Email: [kortiz@ablelaw.org](mailto:kortiz@ablelaw.org)

Website: <https://www.ablelaw.org>

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**Legal Aid of Western Ohio (LAWO) – Lima Office**

Address: 545 W. Market St., Suite 301, Lima, OH 45801-4565

Phone: 877-894-4599

Fax: 419-224-9947

TTY: 888-554-7415

Website: <https://www.lawolaw.org>



# FAIR HOUSING TENANT & LANDLORD RIGHTS & RESPONSIBILITIES

540 S .Central Ave  
Lima Ohio 45804

Phone: 419-227-2586

Fax: 419-227-2676

[www.wocap.org](http://www.wocap.org)

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**Date: January 2026**

**APARTMENT CHECKLIST (continued)**

**BEDROOMS**                      (1)      (2)      (3)      (4)

Door \_\_\_\_\_  
Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Windows \_\_\_\_\_  
Shades/Curtain Rods \_\_\_\_\_  
Lights \_\_\_\_\_

**UTILITY ROOM—BASEMENT**

Furnace \_\_\_\_\_  
Washing Machine \_\_\_\_\_  
Floor Drain \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Lights \_\_\_\_\_  
Hot Water Tank \_\_\_\_\_

**OTHER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APARTMENT CHECKLIST

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

### **KITCHEN**

Stove \_\_\_\_\_

Sink \_\_\_\_\_

Refrigerator \_\_\_\_\_

Faucets \_\_\_\_\_

Shades \_\_\_\_\_

Cabinets \_\_\_\_\_

Walls \_\_\_\_\_

Lights \_\_\_\_\_

Floor \_\_\_\_\_

### **LIVING ROOM**

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights \_\_\_\_\_

Shades/Curtain Rods \_\_\_\_\_

Floor \_\_\_\_\_

Door Bell \_\_\_\_\_

Windows \_\_\_\_\_

### **BATHROOM**

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights \_\_\_\_\_

Bathtub \_\_\_\_\_

Sink \_\_\_\_\_

Floor \_\_\_\_\_

Commode \_\_\_\_\_

Medicine Cabinet \_\_\_\_\_

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**The information in this booklet is for general reference only. For specific legal advice or interpretation of the law, please consult an attorney.**



## INTRODUCTION

Fair housing laws exist to ensure that everyone has an equal opportunity to obtain and keep housing without discrimination. These laws protect people from being treated unfairly when renting, buying, financing, or seeking housing-related services.

This brochure provides a general overview of fair housing rights and responsibilities. It is designed to help tenants, landlords, and housing providers understand what discrimination is, what behaviors are not allowed, and where to seek help if a problem arises.

Knowing your rights and responsibilities helps create safer, more stable housing and stronger communities. This information is provided for educational purposes only and is not a substitute for legal advice.



## Overview

### In summary, it is important to:

- Know your rights and responsibilities as a renter
- Have a signed rental agreement
- Inspect the unit before moving in and when moving out
- Keep copies of all rent payments and written communication
- Understand and follow the lease terms and ask questions if anything is unclear
- Take care of the property
- Give proper notice before moving out



## The Eviction Process

- 1) The landlord gives the tenant a written notice, usually giving three days.
- 2) The tenant does not have to move out during those three days.
- 3) After the notice period, the landlord can file an eviction case in court.
- 4) The tenant will get court papers and a hearing date.
- 5) At the hearing, both the landlord and tenant can explain their side.
- 6) If the judge agrees with the landlord, the tenant is ordered to move.
- 7) If the tenant does not leave, a bailiff can remove the tenant and their belongings.

### A Note on Public Housing Programs

Tenants who live in housing operated by a Metropolitan Housing Authority may have different rules and protections than tenants in private housing. Eviction procedures, notice requirements, and tenant rights can vary depending on the program. Tenants in public housing should review their lease and contact the housing authority or legal counsel for guidance before taking action.

## FAIR HOUSING



**The Federal Fair Housing Act** is a federal law that makes it illegal to discriminate in housing. It applies to renting, buying, selling, advertising, financing, and providing housing-related services.

Under this law, people cannot be treated differently because of their race, color, national origin, religion, sex (including sexual orientation and gender identity), disability, or familial status (such as having children under 18 or being pregnant).

The law protects individuals from actions like refusing to rent or sell, charging different prices or fees, setting different rules, steering people to certain neighborhoods, or using discriminatory language in housing advertisements. It also requires housing providers to make reasonable accommodations for people with disabilities and allows reasonable modifications when needed.

The goal of the Federal Fair Housing Act is to ensure equal access to housing and to promote fair, inclusive communities. People who believe they have experienced housing discrimination have the right to file a complaint with the U.S. Department of Housing and Urban Development or a local fair housing agency (West Ohio CAP)

## LANDLORDS' RIGHTS AND REMEDIES

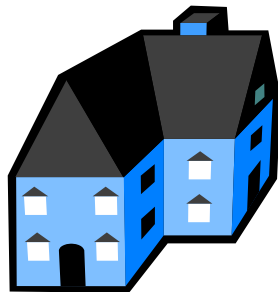
The **Ohio Fair Housing Act** builds on the Federal Fair Housing Act and provides additional protections under state law.

Like the federal law, Ohio prohibits housing discrimination based on race, color, religion, sex, disability, familial status, and national origin. Ohio law goes further by adding extra protected classes and expanding coverage in some situations.

### Key differences under Ohio law include:

- **Ancestry** Ohio specifically protects people from discrimination based on ancestry, which is not separately listed under federal law.
- **Military status** Ohio law protects current and former members of the U.S. armed forces, including active duty, reserve, and veteran status. This protection is not explicitly included in the federal act.
- **Broader state enforcement** Complaints can be filed through the Ohio Civil Rights Commission, which may provide an additional or more accessible option than federal enforcement alone.
- **Coverage of some smaller housing providers** In certain situations, Ohio law may apply to housing that could be exempt under federal law, offering broader protection at the state level.

In short, the Ohio Fair Housing Act strengthens fair housing protections by adding protected classes and reinforcing enforcement within the state. Housing providers in Ohio must comply with **both** federal and state fair housing laws, and the law that offers greater protection generally applies.



A landlord can sue a tenant for money damages, termination of the rental agreement, and eviction from the property if the tenant fails to fulfill his/her duties as outlined in the rental agreement.

Without a rental agreement, a landlord can simply give the tenant thirty (30) days notice to vacate .

With a rental agreement, the tenant can stay until the agreement expires, unless the landlord claims a violation.

### A landlord can evict a tenant when:

- Tenant fails to pay rent when due.
- Tenant violates terms of the rental agreement.
- Tenant fails to comply with proper notice to correct health and safety violations.
- Landlord's compliance with housing laws would require alteration or demolition of the building which would deprive the tenant of effective use of the premises.



## Landlords cannot:

- Shut off utilities or other services, change the locks, remove doors or windows, or threaten to do any of these unlawful acts in an attempt to evict tenants.
- Seize tenants' possessions to recover unpaid rent.
- Prevent you from exercising your rights as a tenant by increasing your rent, decreasing your services, bringing or threatening to bring an eviction because you have complained to him/her, or to the city, about a code violation .
- Enter your apartment or house whenever they want to without notice or emergency.
  
- Refuse to rent to tenants because of their race, color, religion, national origin, citizenship, military status, sex, or handicap.



Even if a tenant is behind on rent, a landlord cannot shut off utilities, lock them out, or take their property. If this happens, the landlord can be sued and ordered to fix it, and may have to pay damages. Tenants may want to contact a lawyer.



## TYPES OF DISCRIMINATION

The Fair Housing Act protects people from discrimination in housing based on certain **protected characteristics**, often called protected classes.

Under the federal law, housing discrimination is illegal based on:

- **Race**
- **Color**
- **National origin**
- **Religion**
- **Sex** (including sexual orientation and gender identity)
- **Disability** (physical or mental)
- **Familial status** (having children under 18, pregnancy, or securing custody of a child)

These protections apply to renting, buying, advertising, financing, evictions, rules and policies, and access to housing-related services.

State and local laws, including Ohio law, may add **additional protected classes**, so some people may have more protections depending on where they live.

If someone is treated unfairly in housing because of one of these characteristics, it may be illegal discrimination under fair housing law.

## EXAMPLES OF HOUSING DISCRIMINATION

Housing discrimination can happen in many ways, including:

- Refusing to rent or sell a home because of a person's race, color, religion, national origin, sex, disability, familial status, or other protected characteristic
- Charging higher rent, deposits, or fees based on a protected class
- Setting different rules or lease terms for certain tenants
- Saying a unit is unavailable when it is actually available
- Steering people to or away from certain neighborhoods
- Using discriminatory language in advertisements, such as "no kids" or "Christian household preferred"
- Refusing reasonable accommodations for a person with a disability, such as allowing a service animal or assigned parking



## LANDLORDS' RESPONSIBILITIES

### Landlords must:

- Assure that the property complies with all building, housing, and health codes
- Make all necessary repairs to make the property livable
- Supply adequate hot and cold running water and heat at all times.
- Keep all common areas in the building or on the grounds safe and sanitary.
- Give at least twenty-four (24) hours notice before entering your apartment or house except in case of Emergency.

Follow any and all obligations in the lease agreement.



## TENANTS' RIGHTS & REMEDIES

### Rent Escrow:

If your landlord does not comply with his/her obligations, you have a right to escrow your rent with the court. In order to escrow rent, a tenant must:

- Pay rent up to date.
- Request in writing the repairs needed.
- If the landlord fails to make the repairs within thirty (30) days, or within a reasonable time in case of an emergency, the tenant can:

Escrow rent by depositing it with the clerk of the appropriate municipal or county court on or before the normal rent due date.

It is recommended that a tenant seek legal assistance with escrowing of rent.



## THE RENTAL AGREEMENT

A rental agreement, also called a lease, is a written contract between a landlord and a tenant. It explains the rules of the rental, including how much rent is owed, when it is due, how long the tenant can live in the unit, and what each party is responsible for.

The lease also outlines things like maintenance duties, rules for using the property, and how the agreement can end. Once signed, both the landlord and the tenant are legally required to follow the terms of the lease.

- Get the name and address of the landlord.
- Know when and where rent is to be paid.
- Know the utilities you will pay and the utilities the landlord will pay.
- Discuss garbage removal, snow removal, and grass cutting.
- Have a witness who would testify regarding any oral agreement.



## PRE MOVE-IN INSPECTION

A pre move-in inspection is a walkthrough of the rental unit done before a tenant moves in. The tenant and landlord check the condition of the unit together and note any existing damage, such as stains, holes, broken fixtures, or appliance issues. This inspection helps prevent disputes later and protects the tenant's security deposit.

Tenants should take photos or videos, write down any problems, and keep a copy of the inspection form. Make sure all issues are documented before moving in.

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## WHAT TO DO BEFORE SIGNING A LEASE

Before signing a lease, tenants should:

- Carefully read the entire lease
- Ask questions about anything that is unclear
- Make sure rent amount, due date, and lease length are correct
- Confirm what utilities are included and who pays for them
- Review rules about maintenance, repairs, pets, guests, and parking
- Ensure any promises made by the landlord are written into the lease
- Complete a pre move-in inspection and document the unit's condition

## TENANTS' RESPONSIBILITIES

### Tenants must:

- Pay their rent in full when due.
- Keep the property safe, sanitary, and clean.
- Keep all plumbing fixtures clean and free flowing.
- Use electrical and plumbing fixtures properly.
- Refrain from damaging the property
- Keep appliances in good working order as outlined by the lease.
- Allow the landlord to inspect or show the property and to make repairs at reasonable times with at least 24 hour notice, or immediately in case of emergency.
- Comply with all local housing, health, and safety codes.
- Dispose of trash in the proper manner.
- Conduct yourself in a manner that does not disturb any neighbors.
- Comply with state or municipal drug laws in connection with the premises, and require household members and guests to do the same.

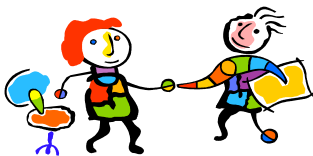


## HOW TO RECOVER A DEPOSIT AFTER MOVE-OUT

To increase the chances of getting a deposit returned, tenants should take the following steps:

- Give proper written notice before moving out, as required by the lease
- Complete a move-out inspection if offered and document the condition of the unit
- Clean the unit and remove all personal belongings
- Repair minor issues and avoid damage beyond normal wear and tear
- Return all keys, garage openers, and access devices
- Provide the landlord with a written forwarding address

Under Ohio law, landlords generally must return the deposit or provide a written, itemized list of deductions within the required time after move-out. If a tenant believes the deposit was wrongfully withheld, they may send a written demand, seek mediation, or pursue the matter in small claims court.



## DEPOSITS EXPLAINED

### Deposit

A deposit is money paid before or at move-in. It is usually held by the landlord and may be used to cover unpaid rent, damages beyond normal wear and tear, or other costs allowed by the lease.

### Security Deposit

A security deposit is the most common type of deposit. It is meant to protect the landlord if the tenant causes damage or owes money at move-out. If the tenant leaves the unit clean, undamaged, and paid in full, the security deposit should be returned, minus any lawful deductions.

### Pet Deposit

A pet deposit is an additional amount charged when a tenant has a pet. It is intended to cover damage caused by the pet. Some pet deposits are refundable and some are not, depending on the lease. Service animals and emotional support animals are **not** considered pets and cannot be charged a pet deposit.

Tenants should always review the lease to understand what deposits are required, whether they are refundable, and under what conditions deductions may be made.

If the security deposit and statement is not returned to the tenant within thirty (30) days, the tenant can sue for as much as twice the amount the landlord should have paid, plus the tenant's attorney fees. The interests of the tenant may be well served by securing legal advice and assistance from a competent attorney before initiating legal action.