



***LORI M. TYACK***, Clerk  
**Franklin County Municipal Court**  
375 S. High St. 3<sup>rd</sup> Floor  
Columbus, OH 43215  
(614) 645-7420  
(614) 645-0474 (fax)

## **RENT ESCROW PROGRAM**

### **HOW TO GET YOUR LANDLORD TO MAKE REPAIRS**

If you want your landlord to fix something, you **MUST** follow the rules set out in the law. If you do not follow these rules carefully, you could be evicted for non-payment of rent.

#### ***Residential landlords have a duty to repair:***

1. Any problems with the housing that “materially affect your health and safety” and violate local building, housing, or health and safety codes; ie: broken windows, roof leaks, peeling paint and/or plaster, mice, rats, roaches, lack of smoke detector or smoke alarms.
2. Any problems with the housing that make it unlivable.
3. Any defects in the hallway and/or stairway that could pose a danger to you or your guests; ie: unsafe gas or electric heaters and appliances.
4. Any electrical, plumbing, sanitary, heating, ventilating or air conditioning systems that are not working properly and pose a danger to you or your guests; ie: unsafe gas or electric heaters and appliances.
5. Plumbing or heating systems that are not working properly, leaving you without running water, hot water, or adequate heat for any period of time.
6. Broken and unusable garbage cans that are shared by four or more apartments in the same building.

If you ask your landlord to fix any problems or defects and he does not fix them, do the following:

***FIRST ...***

**Give a written notice to the landlord.** The notice should:

1. Tell in detail each problem you wish to have repaired (the list should be specific, so the landlord can use the list to repair each problem).
2. Tell the landlord that minor repairs should be taken care of within thirty (30) days and major problems (emergencies such as lack of heat in winter) within five (5) days.
3. Sign, date and make a copy of the notice so that you may give a copy to the court at a later date.
4. Deliver the notice to your landlord in person or by mail to the place where rent is normally paid. If you deliver the notice in person, take someone with you to witness the delivery. If you deliver the notice by mail, request a certificate of service, and save the receipts.

***SECOND ...***

**In addition to writing a notice:** if you think the problem violates your local building, housing or health and safety code, call the Housing Inspector of the Health Department for your city or county. They will inspect your property at no charge to you.

**Columbus City Code Enforcement Agency**-----614-645-3111 (Structural violation, rodents, roaches, trash, etc.)

**Columbus Public Health** -----614-645-6226 (mold questions only)

Request that they inspect the apartment, write a report and give a copy of that report to you.

### ***THIRD ...***

Wait until thirty (30) days after you have delivered or mailed the notice. If your landlord still has not made any repairs, you may file for Rent Escrow. **For most defects you must wait until the thirty (30) day period has ended before you can file.**

**If the problem is serious** (lack of heat in the winter, no running water, no hot water or electricity), you only have to wait a reasonable time, which is normally five (5) days before you can file.

**CAUTION:** Any rent that comes due within thirty (30) days after delivery of the notice **MUST** be paid to your landlord!!! If not, you may lose your claim in court and you could be evicted for failure to pay rent.

### ***FOURTH ...***

After thirty (30) days; on or before the due date of your next rent payment, deposit the full rent amount (NOT including utilities or fees), to:

**Franklin County Municipal Court  
Rent Escrow Program Third Floor  
375 S. High Street  
Columbus, Ohio 43215**

Acceptable forms of payment are **cash or money orders ONLY**. No checks or credit cards will be accepted.

Please include a copy of the notice you gave your landlord, along with copies of the mail receipts, if applicable.

The **Application to Deposit Rent with the Clerk** may be mailed in to the above Rent Escrow address, or submitted in person. Signing the application verifies that you have notified the landlord of the problem in writing and that your rent is current.

**PLEASE NOTE:** There is **NO** filing fee to place your rent in escrow, however, the court will retain one percent (1%) of the monthly rent you deposit with the court.

## **What happens after rent is deposited with the court?**

The Franklin County Municipal Court will send a copy of your application to the landlord. You may file a request for Mediation at the time of filing your case (or at any time). If mediation is requested, you will be notified by mail of your next hearing date. If you do not receive notice within ten (10) business days, please call (614) 645-8576.

You may also file a Motion for Rent Abatement and Order to Repair, at the time you file your application to deposit rent with the court. The motion, (a letter in your own words that should contain what you are asking of the court with a brief explanation why) should be dated, signed and contain your case number. You may ask for the following:

A court order requiring your landlord to make the requested repairs.

A court order allowing you to pay less rent, until repairs are made (Rent Abatement).

A court order allowing you to use the rent deposited to make necessary repairs yourself.

## **What to do when your next rent payment is due?**

Deposit the full rent amount (NOT including utilities or fees) to:

**Franklin County Municipal Court  
Rent Escrow Program Third Floor  
375 S. High Street  
Columbus, Ohio, 43215**

If payment is not received by the Clerk of Courts on or before the due date, you risk losing your case.

## **What to do when repairs are completed?**

Come to the Clerk of Courts, Rent Escrow office **with your ID** to sign a release form that authorizes the escrowed funds to be released to your landlord. Rent is to be paid to your landlord from this point forward.

## **What is Mediation?**

Mediation is a process where a landlord and a tenant can try to resolve a dispute with the assistance of a neutral third-party (a mediator). Mediation can be completed in-person, by phone, or online. Participants can discuss repairs and other issues relating to the landlord-tenant relationship. Contact the mediation department for more information about Rent Escrow Mediation. If the parties reach an agreement in mediation then the mediator can document the agreement in writing. If the Rent Escrow case is not resolved in mediation then the Rent Escrow process will continue.

## **Court Hearing**

### **What to bring with you:**

A copy of any notices you sent to your landlord and any mail receipts, if the complaint was done in writing and delivered through the US Postal Service.

Any witnesses that went with you when you delivered your complaint to the landlord and have seen the defects or problems that need repaired.

A copy of the receipts showing that you deposited rent with the court.

Any photographs or documentation you made of the defects or problems that need repaired.

Any reports from a building or health department inspector.

**For additional questions, please call (614) 645-7420, Monday through Friday 8:00am to 4:00pm.**

### **Additional Resource:**

**Columbus Code Enforcement tenant protection hotline number is 614-724-1532. This number can be used by Columbus tenants if they suspect the follow circumstances have occurred:**

- Any form of retaliatory action against the tenant after they have made a good faith complaint regarding the condition of their home.
- Landlords who disqualify potential applicants based on their source of income.
- Identifying landlords/properties who do not post/offer alternative payment plans for their security deposit (Immediate payment, three payments over three months or six payments over six months depending on the renter's choice).
- Addressing reports of tenants not receiving receipts for the security deposit and rent payments.
- Reports of landlords refusing tender from the occupant if they have not violated their lease.