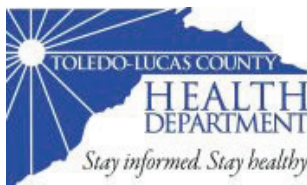




Resource Guide



Letter From the City



Dear Landlords and Housing Providers,

Welcome to this year's Landlord Education Fair! We're delighted to have you join us for a day dedicated to empowering you with valuable information, resources, and support. Whether you're a seasoned landlord/housing provider or new to the field, today's event is designed to provide you with insights and tools that will help you succeed in the important role you play in our community.

This fair is created to give landlords/housing providers a clearer understanding of their rights and responsibilities. As a landlord/housing provider, you make a significant impact on our local housing landscape, and we are here to support you in fostering safe, fair, and well-managed properties. Through a range of presentations and vendor connections, we hope today's event will address many of the questions you encounter and provide solutions to common challenges.

We encourage you to take advantage of the resources available throughout the day, network with other property owners, and engage with our expert speakers and exhibitors. Your role in maintaining quality housing and contributing to community stability is invaluable, and we're here to provide you with the tools you need to navigate this important responsibility effectively.

Thank you for participating in the Landlord Education Fair, and we wish you a productive and informative experience.

Warm regards,

City of Toledo

Department of Housing and Community Development

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Translations

Visit our website at toledo.oh.gov or scan the QR code below to view the information contained in this booklet in a web-accessible format. Translations are also available online.



Rights and Responsibilities

The Ohio Landlord Tenant Act of the Ohio Revised Code (ORC Chapter 5321) clearly defines the rights and obligations of the landlord. This guide offers resources for landlords to better understand the law and improve landlord-tenant relations. The information provided does not constitute legal advice and is intended for reference purposes only. For a specific interpretation of the law, please seek legal counsel.

Under the law, a landlord has certain rights and responsibilities. This section provides an overview of the landlords' legal obligations and rights, including reasons a landlord can evict a tenant.

The following is a general list of rights for landlords:

A landlord can sue a tenant for monetary damages, termination of the lease, and eviction from the property if the tenant fails to fulfill his/her duties under the lease agreement or the law.

A landlord can file suit to evict a tenant when:

- Tenant fails to pay rent in accordance with the lease or rental agreement.
- Tenant violates important terms of the lease.
- The lease agreement has expired and the tenant remains in the property without the landlord's consent.
- Tenant fails to comply with proper notice to correct health and safety violations. Written notice must be given to the tenant stating specific violations (the tenant then has thirty (30) days to correct the situation).
- Tenant files a complaint against the landlord to a governmental agency about housing violations that were actually caused by the tenant and/or guests.
- 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.

The following is a general list of responsibilities for landlords. Landlords must:

- Give tenants (who lease dwellings built before 1978) a federally-approved lead hazard information pamphlet BEFORE THE LEASE TAKES EFFECT. Disclose any known lead-based paint and/or lead-based paint materials. For more information, contact the EPA National Lead Information Center at 1-800-424-LEAD, or visit their website at Environmental Protection Agency.
- Provide tenants in dwellings with two or more units facilities or containers for the sanitary and safe storage/disposal of trash (tenants in single-family dwellings must provide their own trash receptacles).
- Provide a heating system capable of maintaining a minimum of 68 degrees in each habitable room.
- Put the premises in a safe and habitable condition before renting and maintain the unit in a safe and habitable condition during the tenancy.
- Assure that the property complies with all building, housing, and health codes that significantly affect health and safety.
- Make all necessary repairs to make the property livable. This includes keeping all electrical, plumbing, and heating and ventilation systems in good working order.
- Exterminate for pests when necessary.

Rights and Responsibilities

- 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 tenants at least twenty-four (24) hour notice before entering the rental unit except in case of emergency. The landlord may not abuse the right of access to inspect the property, deliver packages, or show the property to prospective tenants or buyers. Landlords may not enter without proper notice and can be held responsible for any damages or injuries caused by their trespassing.

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.
- Prevent a tenant from exercising their rights as a tenant by increasing their rent, decreasing their services, bringing or threatening to bring an eviction because they have complained to him/her or to the city about a code violation or because they participated in a tenants' union.
- Enter a tenant apartment or house whenever he/she wants to or repeatedly demands to enter even though proper notice has not been given.
- Refuse to rent to tenants because of their race, color, national origin, sex, religion, familial status, disability, military status, ancestry, sexual orientation, and gender identity. (Age is a protected class in Ohio for lending only.)

Obtained from: www.toledohousingcourt.org/resources-for-landlords/rights-responsibilities/



PAY YOUR WAY BILL WITH SELF-SERVICE KIOSKS

Enjoy bill pay convenience with the new City of Toledo self-service kiosks.

HOW IT WORKS

- 1 Enter your customer account number or scan your kiosk barcode
- 2 Provide your billing zip code
- 3 Pay using cash, check, debit card or credit card
- 4 That's it - you're all set!

Learn more about the various ways to make bill payments and kiosk locations online at toledo.oh.gov/pay-my-bill

Debit card and credit card kiosk payments will incur a fee of \$2.25 per \$400; all cash and check kiosk payments are free

If a landlord does any of the above, he/she can be sued for damages and forced by court order to restore utility services, remove padlocks, and return tenants' property or rent to the person discriminated against. Punitive damages may also be assessed against landlords who deliberately or maliciously violate the law.

Leases

What is a Lease?

A lease is a contract between a landlord and a tenant that provides for the rental of real property. A lease agreement establishes the terms, conditions, rules, and regulations for the occupancy of the premises. A lease is binding and enforceable through the courts. The Ohio Landlord Tenant Act of the Ohio Revised Code (R.C. Chapter 5321) defines the requirements for residential leases.

Laws governing manufactured home park landlords and tenants are found in Chapter 3733 of the Revised Code, Section 8, and other federally subsidized leases are governed by applicable federal regulations as well as state laws. Chapter 5313 of the Revised Code governs land installment contracts, and commercial properties are governed by the terms of the written lease and by case law.

Is a written lease required?

An agreement can be oral or written. However, it is suggested and helpful to have the agreement in writing in case of future disputes regarding the terms of the lease agreement.

What should be in a lease?

- Name of the landlord and the landlord's address.
- Name of the tenant and number of occupants.
- Length of the lease.
- Amount of rent to be paid during the terms of the lease.
- Date of the month when the rent is due, consequences of non-payment, and whether grace periods are given.
- The amount of security deposit.
- Any house rules.
- Whether pets are allowed or prohibited.
- Whether subletting the premises is allowed or prohibited.
- If alterations are permitted without the landlord's consent or only with the landlord's consent.

What should not be in a lease?

- Any language that reduces a tenant's rights under the landlord-tenant law.
- Any confession of judgment where the tenant gives up the right to legal proceedings.
- Any provision to pay the landlord or tenant's attorney fees.
- Any language that reduces or eliminates a landlord's liability, or shields the landlord for that liability.
- Any provision that reduces or eliminates a landlord's obligation described above.
- Any language found by a court to be so unfair it is "unconscionable."

Did You Know?

Less than 5% of housing is accessible for people with mobility difficulties; less than 1% is accessible for wheelchair users.

Increase your applicant pool by highlighting accessible features to attract seniors and people with disabilities

Examples:

- First floor bedroom
- First floor bathroom
- Zero step entry
- Grab bars in bathroom
- Walk-in shower

Security Deposits

A security deposit is a refundable payment a tenant makes at the start of a lease. It's usually about one month's rent, but it can be any amount. You have rights to get some or all of it back when your lease ends.

The lease agreement should explain what the security deposit covers. If a tenant paid a refundable pet deposit or another refundable deposit, it should be considered part of your security deposit. Tenants have the rights to get it back when the lease ends.

Landlords may use security deposit to cover:

- Unpaid rent if you break the lease early.
- Damage caused by tenants beyond "reasonable wear and tear."

Landlords may not use security deposit to cover:

- Reasonable wear and tear.
- Normal fees, like the cost of repainting the unit if the landlord always repaints when a tenant moves out.
- The full cost of replacing something, like carpet for the whole unit.
- Charges that are unclear or too general, such as "cleaning fees".
- Fees that are excessive, like several times the normal cost of an item or repair.
- Damages from a break-in that a tenant didn't cause.

Before the tenant moves, he/she must leave a forwarding address in writing with the landlord, or many legal remedies will not apply. At the end of the lease, the landlord must do one of the following within 30 days after the lease agreement ends and the tenant has turned over the apartment and the keys:

- Return the full security deposit.
- Return the balance of the security deposit with a list of all deductions, including any past due rent owed, list of damages that the tenant or their guest may have caused, etc.

This list must be in writing and sent to the former tenant. If the landlord fails to do either of the above, the tenant may receive (through court) double the amount wrongfully withheld (that amount the landlord should have returned, less any deductions), and reasonable attorney fees.

Interest on Deposit (Ohio Revised Code §5321.16)

If the landlord requires a security deposit in excess of one month's rent and in excess of \$50.00, the landlord must pay 5% interest annually on the excess. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than six (6) months.

For more information, visit www.ohiolegalhelp.org/topic/security_deposit

Accepting Housing Choice Vouchers is a Smart Landlord Move

It provides consistent rent payments and its illegal not to do so!

Inspections

Before signing a lease, the landlord and tenant should inspect the property together. A written Inspection Form should be completed and signed by both parties, detailing the condition of the property and yard, if applicable.

The landlord may schedule routine inspections of the property during the tenant's occupancy. The landlord must give the tenant reasonable notice of their intent to enter and enter only at reasonable times, except in cases of emergency. Twenty-four (24) hour notice is considered reasonable notice. R.C. §5321.04 (A)(8)

The tenant shall not unreasonably deny the landlord access to the dwelling/unit in order to inspect, make repairs, alterations, or improvements, supply necessary services, or exhibit the unit to prospective purchasers, tenants, workmen, or contractors. R.C. §5321.05 (B)

Mastering the 3x Income Requirements for Housing Vouchers

Calculating two or three times the rent in income when family has a Section 8 voucher (HCV)

The most common question The Fair Housing Center receives about source of income discrimination is whether landlords may demand two or three times the rent in income to approve an applicant for housing.

Answer:

The landlord may require two or three times the rent in income, **as long as they meet the following guidelines:**

The requirement of two or three times the rent must be uniformly applied to all applicants, not just those with nontraditional income; and (2) The landlord must consider multiple sources of legal, reliable income when performing income calculations; and (3) If the tenant-applicant has a voucher or other subsidy that helps pay their rent, the landlord should calculate the "two or three times the rent in income" requirement **based on the tenant's portion of rent.**

Example: If a tenant receives a governmental rent subsidy, such as Section 8 or Shelter Plus Care, the landlord should only count the portion of the rent that the tenant pays – not the total rent for the month. For example, suppose a landlord requires that the tenant's income must be three times the rent of \$900. If a tenant has a Section 8 voucher and their portion of the rent is only \$200 (based on their income), then the landlord can only require the tenant's income to be \$600 (three times the tenant's portion of the rent), not \$2700 (three times the total rent).

If a tenant has a voucher and their hours are cut, or if they are laid off from work, their portion of the rent is adjusted accordingly so that their rent remains affordable and the portion of rent being paid by the voucher increases. This ensures that the housing provider always receives the full rent payment. In contrast, if a tenant paying market rate has their hours cut, they may have to scramble to pay the rent, and the landlord may have to evict them if they cannot pay.

Inspection Report

Address: _____

Move-In Inspection Date: _____ Move-Out Inspection Date: _____

S = Satisfactory; U = Unsatisfactory

KITCHEN	S	U	MOVE-IN COMMENTS	S	U	MOVE-OUT COMMENTS
Refrigerator						
Stove						
Exhaust Fan						
Sink						
Countertop						
Dishwasher						
Disposal						
Cabinets						
Walls						
Floors						
Windows						
Screens						
Other						
LIVING ROOM						
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Other						
DINING ROOM						
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Screens						
Other						
FAMILY ROOM						
Carpet / Flooring						
Walls						
Windows						
Blinds/Shades						

Inspection Report

FAMILY ROOM	S	U	MOVE-IN COMMENTS	S	U	MOVE-OUT COMMENTS
Screens						
Fireplace						
Other						
BATHROOM 1						
Sink and Vanity						
Bathtub / Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Other						
BATHROOM 2						
Sink and Vanity						
Bathtub / Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Other						
BATHROOM 3						
Sink and Vanity						
Bathtub / Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Other						
BEDROOM 1						
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Screens						
Closets						
Other						

Inspection Report

BEDROOM 2	S	U	MOVE-IN COMMENTS	S	U	MOVE-OUT COMMENTS
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Screens						
Closets						
Other						
BEDROOM 3						
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Screens						
Closets						
Other						
BASEMENT						
Carpet / Flooring						
Walls						
Windows						
Blinds / Shades						
Screens						
Closets						
Sump Pump						
Other						
EXTERIOR						
Sidewalk						
Driveway						
Step / Railing						
Light Fixture						
Porch						
Gutters / Down Spouts						
Trees / Shrubbery						
Fence						
Garage						
Shed						

Inspection Report

EXTERIOR	S	U	MOVE-IN COMMENTS	S	U	MOVE-OUT COMMENTS
Shed						
Window Wells						
Patio / Deck						
Sliding Glass Door						
Screens						
Other						
Other						
Other						
WASHER						
DRYER						
SWITCHES						
OUTLETS						
DOORS						
LOCKS						

Comments:

MOVE-IN

Tenant

Move-In Date

Landlord / Agent

Move-In Date

Tenant

Move-In Date

Landlord / Agent

Move-In Date

MOVE-OUT

Tenant

Move-In Date

Landlord / Agent

Move-In Date

Tenant

Move-In Date

Landlord / Agent

Move-In Date

What is Property Management?

Property management is performing or attempting to perform any of the following tasks:

- Negotiating contracts and lease agreements.
- Vary or deviate from the rental price or other lease terms on behalf of the property owner.
- Approving rental applications or lease agreements.
- Setting or arranging the terms and conditions of a lease on behalf of the owner.
- Offering inducements to prospective tenants.
- Finding tenants for the property.
- Advertising the property.
- Showing the property to prospective tenants.
- Collecting rent.
- Otherwise representing another in a lease or rent transaction.

A real estate license is **required** when you are a person who, for another and for a fee, operates, manages, rents, offers, or attempts to operate, manage, or rent, other than as a custodian, caretaker, or janitor, any building or options of buildings to the public as tenants.

A real estate license is not required if you are a person working under the supervision of a broker and whose compensation for service is primarily on a salaried or hourly basis and if you only perform the following limited duties:

- Maintenance.
- Clerical or administrative support.
- Exhibit or show residential rental units to prospective tenants.
- Furnish published information.
- Supply applications and leases.
- Receive applications and leases for submission to the owner or brokerage for approval.
- Collect or accept rents and/or security deposits which are made payable to the owner or real estate brokerage.

12 Step Simple Guide for Landlords: Essential Tips for Managing Rental Properties

1. Understand the Law: Familiarize yourself with local rental laws and regulations.
2. Set Competitive Rent: Research comparable rental properties to determine a fair price.
3. Prepare the Property: Ensure the property is clean, well-maintained, and meets safety standards.
4. Market Your Property: Use online listings, social media, and local ads to reach potential tenants.
5. Screen Tenants: Conduct background checks, verify income, and check references to find reliable tenants.
6. Draft a Lease Agreement: Create a clear and comprehensive lease that outlines terms and conditions.
7. Collect Security Deposits: Require a security deposit to cover potential damages or unpaid rent.
8. Conduct Move-In Inspection: Document the property's condition with the tenant to avoid disputes later.
9. Maintain Open Communication: Keep lines of communication open with tenants for any issues or concerns.
10. Handle Maintenance Promptly: Address repair requests quickly to maintain tenant satisfaction.
11. Stay Organized: Keep records of all transactions, communications, and maintenance for future reference.
12. Know When to Seek Help: If legal issues arise, consult a professional for guidance.

By following these steps, you can effectively manage your rental property and foster positive relationships with your tenants!

Before Filing an Eviction

A Landlord must notify all adult tenants in writing to vacate the premises. Depending on the circumstances, this will be a Three-Day Notice or a Thirty-Day Notice.

Three-Day Notice (Notice to Leave Premises)

A Three-Day Notice is required for nonpayment of rent. The notice must notify the tenant(s) that they are being asked to leave or an eviction action will be filed against them. They are also advised to seek legal assistance if they have any questions or concerns.

Thirty-Day Notice (Notice of Termination of Tenancy)

For matters concerning a breach or violation of a material provision in the lease, Ohio law requires a Thirty Day Notice. This also applies to month-to-month tenancies where one (1) month notice is required to terminate the lease agreement.

If the tenants do not vacate after the end of the thirty-day period, the landlord must then give a Three-Day Notice before filing in court.

Step 1. Complete the Notice form(s).

- You can obtain a copy of the Three-Day Notice or Thirty-Day Notice from the forms section at www.tmc-clerk.com/forms/

Step 2. Serve the Tenant the completed Notice form.

Below are the acceptable methods of service.

- **Personal service:** Handing a written copy of the notice to the defendant in person.
- **Residential service:** Leaving the notice with someone of suitable age at the Tenant's primary place of residence.
- **Posting service:** Leaving the notice on the door of the rental unit.
 - **Mail Service:** Sending the notice **via certified mail with return receipt requested**.
 - **Sending the notice via regular mail will not be accepted.**
- When calculating the days for the **Three-Day Notice**, do not include:
 - The day the notice was served.
 - Weekends.
 - Holidays.
 - For example: If you post the **Three-Day Notice** on Thursday, June 30th, you would not file a **Landlord Complaint** until Thursday, July 7th. This excludes the day the notice was served (June 30th), the weekend (July 2nd-3rd), and a holiday (July 4th).
- If you do not know the name of someone occupying the residence, list **John Doe or Jane Doe** on the **Notice** for each unknown occupant.

**REQUESTING TENANT TO LEAVE PREMISES
(Three-day Notice)
Ohio R.C. 1923.04**

Date: _____

Tenant's Name

Tenant's Street Address

Tenant's City / State / Zip

Dear _____,
(Tenant's Name)

The purpose of this letter is to ask you to LEAVE the premises now in your possession, situated in

_____; Ohio, and known as:
(city, county)

(full address and suite number of rental)

You are being asked to LEAVE for the following reason: (state reasons for eviction)

Leave the premises before _____ to prevent any further eviction action against you.

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

Yours respectfully,

Landlord (signature)

Print Name of Landlord

Address

City, State, Zip Code

Telephone Number

A copy of this Notice has been delivered:

☐ **Personally to the occupants named above; or**

☐ **By posting on the occupants premises.**

**NOTICE OF TERMINATION OF TENANCY
(Thirty Day Notice)
Ohio R.C. §5321.17**

Tenant's Name

Date: _____

Tenant's Address

Tenant's City / State / Zip

Dear _____ ,
Tenant's Name

The purpose of this letter is to inform you that your lease is being terminated in accordance with Ohio Revised Code §5321.17. You have _____ days from the above date to vacate the premises.

Your failure to vacate the premise within the aforementioned time will force me to initiate eviction proceedings in accordance with state law.

Sincerely,

Landlord (signature)

Landlord (name printed)

Landlord Address

Landlord City, State, Zip

Landlord Telephone

Evictions

The Eviction Process De-Mystified

Notice to Tenant	<ul style="list-style-type: none">• Landlord provides notice to tenant (3 days for nonpayment, 30 days for lease termination, etc.).
Filing Complaint	<ul style="list-style-type: none">• Landlord files a complaint with Toledo Municipal court.
Court Scheduling	<ul style="list-style-type: none">• Court schedules a hearing (usually 3 weeks after filing).
Hearing	<ul style="list-style-type: none">• Both parties present their case in court.
Judgment	<ul style="list-style-type: none">• Court issues a judgment (for or against landlord).
Writ of Possession	<ul style="list-style-type: none">• If judgment is for landlord, court issues a writ of possession.
Notice to Vacate	<ul style="list-style-type: none">• Tenant is given 4 days to vacate.
Eviction	<ul style="list-style-type: none">• If tenant does not vacate, landlord schedules eviction with the bailiff.
Eviction Day	<ul style="list-style-type: none">• Bailiff supervises eviction, landlord must provide necessary personnel and materials.

Evictions (forcible entry and detainer actions, or FEDs) are legal proceedings brought by a landlord against a tenant (residential, manufactured home park or commercial) to recover the rental unit.

Evictions may be brought because the tenant has failed to comply with the lease or rental agreement, or because the lease or rental agreement has ended and the tenant has not returned possession of the rental unit. Return of possession occurs when the tenant surrenders the keys to the landlord.

Filing an Eviction:

- An eviction may only be filed in Toledo Municipal Court if the rental property for which you are seeking possession is located within the City of Toledo, the Village of Ottawa Hills, or Washington Township. The court cannot grant a judgment for properties with a Toledo post office address that are not within the above listed jurisdictions.
- Complete the landlord's complaint and attach to it copies of all required documents: Notice of Termination of Tenancy (if applicable), Proof of Ownership (required), Proof of Rental Registration Status (required), Notice to Leave the Premises (required), Written Lease (if applicable), and any other applicable documents.
- Make three (3) copies of the landlord's complaint and all exhibits (necessary documents) for the first occupant of the premises and two (2) copies for each additional occupant. Also keep a copy for yourself.
- File the original complaint and all copies with the Civil Clerk's Office in the basement of the Toledo Municipal Court. The clerk will mail copies of the complaint to each tenant at the address you provide by regular mail. The bailiff will attempt service of another copy at the rental unit. You may choose to have the clerk mail an additional copy by certified mail. You must provide the correct street address, including apartment number, and complete zip code for proper service of the complaint.

Evictions

When Will the Case Be Heard?:

- Evictions are heard by a Housing Court Magistrate every afternoon at 1:30 p.m. The clerk will schedule the hearing date approximately three (3) weeks after the complaint is filed. Have your copy of the complaint and all supporting documents and necessary witnesses in court on the day of the hearing.

What Happens After Court?:

- If judgment is entered for the landlord, a civil bailiff will oversee the eviction.

Self Help:

- A landlord may not use “self-help” remedies to regain possession of the premises, and may only recover possession of the rental unit through either (a) a voluntary return by the tenant, or (b) through an eviction proceeding filed in the court where the property is located. (There may be an exception for those business premises when the terms of the written lease expressly provide for self-help, but only where there is no breach of the peace).
- A landlord may not move a tenant’s furniture from the rental unit, lock the tenant out, or threaten any unlawful act including utility shutoff to regain possession.
- Various Ohio laws spell out the steps that must be taken to bring an eviction. The procedure to be followed for all evictions, including termination of some land contracts, is found in Chapter 1923 of the Ohio Revised Code.



PAY YOUR BILL IN CASH AT LOCAL RETAIL STORES

CVS, Walgreens, Kroger, Dollar General and Office Depot now accept City of Toledo water bill payments.

- 1 Visit the Paymentus Quick Pay portal
- 2 Select “Cash” as your payment method and your preferred retail location
- 3 Receive a barcode by text or email
- 4 Present the cashier with your barcode
- 5 Complete your in-store cash bill payment

Scan the QR code
to get started:

>>>>>



Retail cash bill payments will incur a convenience fee of \$2.95

A landlord’s complaint may only be filed by the owner of the property. A property manager, someone acting under a power of attorney, an officer of a corporation, etc. may not prepare a landlord’s complaint or appear in court for another person or on behalf of the corporation. If you are not the owner of the property, an attorney must prepare the complaint and must represent the owner in all court proceedings. Various Ohio laws spell out the steps that must be taken to bring an eviction.

- The procedure to be followed for all evictions, including termination of some land contracts, is found in Chapter 1923 of the Ohio Revised Code.
- Please visit www.tmc-clerk.com/civil/evictions/ for filing information

**In the Housing Court of Toledo, Lucas County, Ohio
Civil Division**

)	
)	Case No.
)	
Plaintiff (Landlord) Name and Address)	COMPLAINT IN FORCIBLE ENTRY AND DETAINER FOR PAST DUE RENT AND OTHER MONEY DAMAGES
)	
)	
)	
Defendant (Tenant) Name and Address)	

First Claim for Relief (Eviction)

1. Plaintiff is the Owner/Agent of the premises located at _____,
Lucas County, Ohio.
2. Defendant is a tenant at the premises located at _____.
3. Defendant is in default of his/her lease or rental agreement because:

4. On _____ plaintiff served defendant with a 3-day notice to leave the premises
pursuant to RC 1923.04. *(A copy of this notice must be filed with the complaint).*
5. Since _____, defendant has unlawfully and forcible detained from the plaintiff
possession of the above described premises.

Second Claim for Relief (Monetary Damages)

6. Plaintiff's second cause of action states that the defendant owes the plaintiff money for rent
and / or damages in an amount to be determined by the Court. The rental rate is
\$ _____ per month.

WHEREFORE, with respect to the first claim for relief, the plaintiff prays for restitution of property;
with respect to the second claim for relief, the plaintiff requests a judgment for monetary damages
to be determined at trial plus interest and court costs as allowed by statute.

Criminal Certification

Check the box
below to certify

☐

By filing this complaint with the Clerk of Toledo Municipal Court, I hereby certify that
the plaintiff, or any of the plaintiff's representatives or affiliates, are not the named
defendant in any pending criminal cases with the Toledo Housing Court where the
plaintiff has failed to appear for a scheduled hearing OR failed to make payments
within the time required in the criminal case. False or inaccurate certifications may
result in sanctions, including, but not limited to, dismissal of the complaint, a
continuance to allow plaintiff to appear for and resolve the outstanding criminal
matter, or, where warranted, prosecution for perjury.

Respectfully submitted,

Date: _____

Toledo Municipal Court

555 North Erie Street
Toledo, Ohio 43604



Civil Bailiff Department

419-245-1915

www.toledomunicipalcourt.org

TO: Landlords

FROM: Toledo Municipal Court Civil Bailiffs

We are required by law to make personal or residence service by posting on the door.
You must provide us access if you want an eviction.

Does your apartment or building have an outside security door?

☐ YES ☐ NO

Is the apartment number and address clearly marked?

☐ YES ☐ NO

Who do we contact for access?

Name:

Telephone Number:

Please provide Plaintiff's e-mail address:

If judgment is granted for the plaintiff and you continue through the eviction process, the Civil Bailiff Department will give you possession of your property at the conclusion of the eviction. It will then be the responsibility of your former tenant to safeguard and collect their personal property within the next 24 hours. After 24 hours, it becomes your responsibility to clean up and remove any remaining items left by your former tenant.

The Department of Public Service will be notified of your eviction, and will be sending an inspector to inspect the site 24 hours after the eviction. If the property fails to pass inspection, the inspector will order the property to be cleaned up by the Department of Public Service, and you will be billed.

Please note the Department of Public Service may deem the eviction site a nuisance and order the site to be cleaned up prior to the 24 hour period, as noted above.

This form is needed to provide contact information to the Civil Bailiff's Department for service and eviction information. Please provide your email address for fastest communication with the Civil Bailiff's Department. This form can be found at <https://www.tmc-clerk.com/civil/evictions/>

TOLEDO MUNICIPAL COURT

555 N. Erie Street
Toledo, Ohio 43604

CASE NUMBER

PLAINTIFF/LANDLORD

DEFENDANT

The above captioned matter is set for hearing on _____ at 1:30 P.M.,

Courtroom #9, 3rd Floor.

If you have filed for a second cause of action on the eviction, your answer date is 28 days
from the date of service.

PLAINTIFF/LANDLORD

This form will be returned to you as confirmation of the scheduled date, time, and location for your Hearing.
This form can be found at <https://www.tmc-clerk.com/civil/evictions/>

Motion to Seal Record

1. The court may entertain a motion to seal eviction record under the following circumstances;
 - The first cause case was dismissed.
 - Judgment was granted for the defendant on the first cause.
 - Plaintiff prevails on the merits on the first cause, and all of the following conditions are met:
 - At least five years have passed since the judgment for the Plaintiff.
 - At least 5 years have passed since Defendant has received an adverse judgment action in this court.
 - Defendant has satisfied the second cause judgment-if any- in the case where the defendant seeks to seal the eviction.
 - Plaintiff consents to sealing the record of eviction.
 - Judgment for possession for the plaintiff was granted improperly or,
 - At the discretion of the judge, sealing is appropriate under Rule 45 of the Rules of Superintendence for the Courts of Ohio.
2. Defendant must serve the plaintiff with a copy of the motion to seal. Plaintiff may file a response within seventeen (17) days of filing. Either party may request an oral hearing on the motion.
3. The Court may consider the following factors when considering a Motion to Seal.
 - Whether the sealing of the record is agreed to by the opposing party or council.
 - Whether there are unusual and exceptional circumstances.
 - The disposition of the first cause of action (i.e., which party prevailed; whether the matter was voluntarily dismissed).
 - Where the opposing party has filed an opposition memorandum.
 - Legitimate need of the government to maintain a public record of the case.
 - Other information available in the totality of the circumstances.
4. If the Court grants a Motion to Seal Eviction Record, the Clerk shall forthwith cause the tenants name to be redacted from all public records it maintains, including the electronic case index system, to the same extent that it would for a criminal engagement.
5. The Court will only entertain sealing up to five (5) cases for any individual.

Did You Know?

- Individuals may file a motion to seal an eviction record under Toledo Municipal Court Housing Rule 5(N).
- An individual may seal up to five cases in a lifetime.
- You must file a separate motion for every case you are requesting to seal.

For more information, visit www.tmc-clerk.com/civil/sealing-an-eviction/

TIP: Preserve property value and tenant satisfaction by doing annual inspections.

Pay-to-Stay Ordinance

1770.02 Tenant's right to pay to stay prior to the filing of an eviction action (Complaint for Forcible Entry and Detainer)

(a) At any time prior to the filing of an action under Ohio Revised Code 1923 for nonpayment of rent by a landlord, a Tenant shall have the right to pay the landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the lands or tenements.

If the Tenant tenders all accrued rent and reasonable late fees to the landlord, the landlord shall accept the tendered payment and allow the Tenant to maintain the tenancy.

(b) If the Tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code 1923 and the landlord refuses the tender, the Tenant's tender of all past due rent with reasonable late fees shall be a defense to any action filed by the landlord against the Tenant for nonpayment of rent.

1770.03 Tenant's right to pay to stay prior to an eviction judgment (Judgment for Restitution)

(a) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to a judgment, the Tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs so that the Tenant may maintain the tenancy. If the Tenant tenders all past due rent amounts, including late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall dismiss the action against the Tenant.

(b) If the Tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to a judgment and the landlord refuses the tender, the Tenant's tender of all past due rent, reasonable late fees and court costs shall be a defense to the eviction action filed by the landlord against the Tenant for nonpayment of rent.



Struggling To Pay Your Utility Bill? Help Is Available.

Department of Public Utilities, in collaboration with Promise, is providing flexible, affordable, and convenient PromisePay payment plans to help customers with their past due balances.



CONVENIENT

Step-by-step online experience that is simple and quick





AFFORDABLE

Payments that fit your budget



FLEXIBLE

Change payment amounts and dates when needed



To learn more about the program and signup, please visit:
toledo.promise-pay.com
Or call:
419-314-3402

Housing Choice Voucher Guide



LMHA Contact

LMHA Customer Service: 419-259-9400

Email Address: hcvppcr@lucasmha.org

Housing Specialist Team: Tara Emery - Inspection Supervisor (419) 392-1565

Landlord Liaison/Housing Navigator: Shawn Kellerbauer (419) 259-9425

Housing Choice Voucher Program Overview

What is a Housing Choice Voucher Program Landlord?

The Housing Choice Voucher Program (HCVP) increases affordable housing choices for very low-income and extremely low-income households by allowing families to choose privately-owned rental housing. The HCVP creates a three-way partnership between the local housing authority, the participating family and the owner/landlord of the private rental property.

What is the process to become a Landlord in the Housing Choice Voucher Program?

LMH issues vouchers to income-qualified participants, who selects the home they wish to rent. If the participant selected home meets the Housing Quality Standards (HQS) inspection, LMH pays a portion of the rent directly to the landlord. A Landlord may advertise their available units, free of charge, at www.affordablehousing.com/

Landlords should qualify the prospective tenant through their own rental screening process first. LMH only verifies voucher holders as income-qualified for the HCVP. Once the landlord has approved the prospective tenant via their rental screening process, the prospective tenant will provide the landlord with a Request for Tenancy Approval (RFTA).

After the RFTA is returned to our office, we will:

- Verify the real estate taxes are current on the selected property (taxes cannot be delinquent).
- Contact you to schedule a HQS inspection (unit qualifications are defined in the Landlord Guidebook).

Your rental home will be determined ready for lease once:

- The home has passed HQS inspection.
- Proposed rent has been determined reasonable (a rent survey will be conducted to determine if your requested rent is reasonable for the home and the area).
- Family has qualified for the unit within their voucher allowance (family size and income).
- A representative from LMH will contact you once the above steps have been satisfied and to authorize the move in date. The family must not move in prior to LMH's authorization.
- A Housing Assistance Payments Contract (known as a HAP Contract) must be signed by the landlord and LMH. This contract runs concurrently with the landlord's Lease Agreement signed between the landlord and the assisted family. Payment of the family's portion of rent will begin on the effective date of the contract and lease. A family can remain on the Housing Choice Voucher Program as long as they continue to be eligible and fulfill their obligations under the federal regulations of the program.

Landlord Portal

Landlord Resources and Events: <https://www.lucasmha.org/landlords>

- HQS Tips (Housing Quality Standards)
- Forms & Packets



IS YOUR RENTAL PROPERTY LEAD SAFE?

We can help you find out!

The Housing Choice Voucher Program (HCVP) is offering eligible property owners a free lead risk assessment. Services are provided by the Lead Risk Assessment Demonstration Project. Registration is easy. You may also utilize qualifying assessments to complete the City of Toledo's Lead Safe Certification. **Let us, help you, keep families lead safe!**

You must meet the following qualifications:

- Your property was built prior to 1978.
- Property is currently occupied or scheduled to be occupied by a HCVP tenant with at least one child under age six.

Schedule your assessment today!

For more information please email: leadrisk@lucasmha.org

To schedule a free assessment, please register at the link below and we will contact you.

Please scan the QR Code to register.



LUCAS
METROPOLITAN
HOUSING

LucasMHA.org

★ Lucas County Auditor's Office ★ Rental Registration Information

How to check if your rental property is registered already:

1. Visit AREIS Online
2. Search your property's address
3. Click on the "Rental Registration" tab on the bottom left
4. Click "View Documents" to make sure your information is up to date

Need to update your information or register your rental?

File a rental registration form online! Scan the QR Code or visit our website at:
<https://co.lucas.oh.us/355/Rental-Registration>



What properties need to be registered as rentals?

Generally speaking, if you own property, don't live in it, and receive compensation from others who do live it, there is a good chance this law applies to you. Some examples may include:

- Someone pays you rent to live at a property
- Someone gives you free childcare in exchange for living at a property you own

If you are not certain if your property qualifies as a rental, you should consult an attorney. Failure to register a rental property may subject you to fines, per Ohio law.

If you own property that is not your primary residence and does not qualify as a rental property, you should register the property as an Exception to the Rental Registration.

If you have any questions, please call 419-213-4406 or email RentalRegistration@co.lucas.oh.us



KATIE MOLINE LUCAS COUNTY AUDITOR

One Government Center, Suite 600
Toledo, OH 43604-2255
www.co.lucas.oh.us/3007/Auditor

Email: KMoline@co.lucas.oh.us
Phone: (419) 213-4406
Fax: (419) 213-4888

Rental Registration Frequently Asked Questions

Why must I file? / Who's responsible for this?

It's the law and failure to register may subject you to fines. The Ohio Legislature passed House Bill 294, which became law on September 28, 2006. Ohio Revised Code Chapter 5323 governs the Rental Registration database. It requires residential rental property owners to provide the County Auditor with additional contact information.

What does "Residential Rental Property" mean? (R.C. § 5323.01)

"Residential rental property" means real property that is located in a county that has a population of more than two hundred thousand according to the most recent decennial census and on which is located one or more dwelling units leased or otherwise rented to tenants solely for residential purposes, or a mobile home park or other permanent or semi permanent site at which lots are leased or otherwise rented to tenants for the parking of a manufactured home, mobile home, or recreational vehicle that is used solely for residential purposes. "Residential rental property" DOES NOT include a hotel or a college or university dormitory.

Does this apply to me?

If you own real property, as an individual or as one who has interest in an entity that owns real property (LLC, Corp, LP, Trust, etc.) and you don't reside in the property AND you are or considering renting the property to another person(s) for residential purposes, this law may apply to you and you should file our office-prepared form in order to be in compliance. This law does have legal consequences and as such, if you don't understand whether you should file, you should consult an attorney. Failure to register may subject you to fines.

Generally speaking, if you own property, don't live in it, and receive compensation from others who do live in it – there is a good chance this law applies to you and you should read and file the enclosed Lucas County Rental Registration Form. If you are not certain – you should consult your attorney.

Where may I find more Rental Registration Forms?

Additional Lucas County Rental Registration Forms are available in the following options:

1. Complete electronically at:
<https://co.lucas.oh.us/FormCenter/Auditor-5/RENTAL-PROPERTYREGISTRATION-183>
2. Pick up forms at One Government Center, Suite 670, Toledo, OH 43604;
3. Call (419) 213-4406 to request a form be sent standard mail or email; or
4. Download a Portable Document Format (PDF) form online at:
www.co.lucas.oh.us/DocumentCenter/view/47777

Where do I return the Rental Registration Form(s)?

Forms can be filed with the Lucas County Auditor's Office by the following:

1. Emailing the scanned completed PDF to: RentalRegistration@co.lucas.oh.us;
2. Dropping off at One Government Center, Suite 670, Toledo, OH 43604; or
3. Mailing to One Government Center, Suite 670, Toledo, OH 43604.

When do I need to file the Rental Registration Form?

Property owners are encouraged to file as soon as possible, so they are in compliance with the law. The law requires property owners to comply within 60 days after receiving notice of the requirement to file. Additionally, owners shall update the information within 60 days after any change in information occurs.

May I use a Rental Registration Form from another county or agency?

No. The Lucas County Auditor's office will only accept the form provided by our office.

What is the Auditor's office going to do with this information?

The forms will be public information as is the case with all government forms. The Auditor's Office does not have plans at this point to disseminate the information. The Auditor's Office is simply the depository for the forms and will file and maintain them so that they are available for public review.

What is the penalty if I do not file the Rental Registration Form?

If not in compliance, the State permits the County Auditor to impose a special assessment on residential rental property that is the subject of the violation that is not less than \$50 or more than \$150.

Do I need an attorney?

Possibly. All property owners are encouraged to understand their responsibility as a landlord. In the event property owners have any legal questions, it is recommended they seek legal counsel. The Auditor's Office will gladly answer general questions, but is unable to provide legal advice.

What should I do if I reside outside of Ohio?

An owner of residential rental property who resides outside of the state shall designate an in-state agent. The agent must be at least 18 years of age and be a resident of Ohio.

If I own an apartment complex or mobile home park, do I need to complete a rental registration?

YES. Under ORC 5323.02(A), an owner of a residential rental property must register the property with the Auditor. ORC 5323.01(E) defines residential rental property as real property on which is located one or more dwelling units leased or rented to tenants solely for residential purposes. Also it includes mobile home parks, mobile homes, and recreational vehicles if used solely for residential purposes. The only exceptions are hotels and college dormitories. It **does** include apartment complexes.

What is the cost of registration?

There are no fees associated with the Residential Rental Property registration.

All About Lead

Lead is a naturally occurring element found in small amounts in the earth's crust. While it has some beneficial uses, it can be toxic to humans and animals, causing health effects.

Where is Lead Found?

Lead can be found in all parts of our environment – the air, the soil, the water, and even inside our homes. Much of our exposure comes from human activities such as the use of fossil fuels including past use of leaded gasoline, some types of industrial facilities and past use of lead-based paint in homes. Lead and lead compounds have been used in a wide variety of products found in and around our homes, including paint, ceramics, pipes and plumbing materials, solders, gasoline, batteries, ammunition and cosmetics.

Lead may enter the environment from these past and current uses. Lead can also be emitted into the environment from industrial sources and contaminated sites, such as former lead smelters. While natural levels of lead in soil range between 50 and 400 parts per million, mining, smelting and refining activities have resulted in substantial increases in lead levels in the environment, especially near mining and smelting sites.

When lead is released to the air from industrial sources or spark-ignition engine aircraft, it may travel long distances before settling to the ground, where it usually sticks to soil particles. Lead may move from soil into ground water depending on the type of lead compound and the characteristics of the soil. Federal and state regulatory standards have helped to reduce the amount of lead in air, drinking water, soil, consumer products, food, and occupational settings.

Keep Homes Clean & Dust Free

- Clean your home once a week using a clean, wet or damp cloth, sponge or mop to minimize dust, which may contain lead.
- Wet mop floors and hard surfaces like porches to minimize lead dust.
- Wipe down hard surfaces such as countertops, windowsills and door jambs with a wet cloth.
- Inspect and maintain all painted surfaces to guard against deterioration.
- Clean the area immediately with a wet wipe if you notice any peeling, chipping, chalking or cracking paint.

Hire Certified Lead Professionals

- For homes built prior to 1978, hire a certified lead professional for renovation and repair work. Keep residents out of the work area during renovation or repair work that disturbs painted surfaces in older homes or buildings until the work is finished and the area has been cleaned.
- When having home renovations, repairs or painting done, make sure your contractor is Lead-Safe Certified and follows lead-safe work practices per the requirements of EPA's Renovation, Repair and Painting Rule. These professionals have been trained in lead-safe work practices and are certified to perform this type of work.
- If you are renting your home or apartment and think it may contain lead-based paint or lead hazards, make sure your landlord or tribal housing authority hires a Lead-Safe Certified contractor to perform renovation, repair and painting work.
- If you decide to perform your own renovation, repair and painting work, use lead-safe work practices for do-it-yourself (DIY) home renovation projects to protect yourself and your family from lead exposure.

All About Lead

Who is at Risk?

Children

Lead is particularly dangerous to children because their growing bodies absorb more lead than adults do and their brains and nervous systems are more sensitive to the damaging effects of lead. Babies and young children can also be more highly exposed to lead because they often put their hands and other objects that can have lead from dust or soil on them into their mouths. Children may also be exposed to lead by eating and drinking food or water containing lead or from dishes or glasses that contain lead, inhaling lead dust from lead-based paint or lead-contaminated soil or from playing with toys with lead-based paint.

Adults, Including Pregnant Women

Adults may be exposed to lead by eating and drinking food or water containing lead or from dishes or glasses that contain lead. They may also breathe lead dust by spending time in areas where lead-based paint is deteriorating, and during renovation or repair work that disturbs painted surfaces in older homes and buildings. Working in a job or engaging in hobbies where lead is used, such as making stained glass, can increase exposure as can certain folk remedies containing lead. A pregnant woman's exposure to lead from these sources is of particular concern because it can result in exposure to her developing baby.



Lead Is
100% PREVENTABLE

toledoleadsafe.com

LeadSafe
TOLEDO

TOL
City of Toledo

RENOVATE LEAD-SAFE

Protect yourself and your family from lead exposure by being aware of potential hazards during home renovation projects.



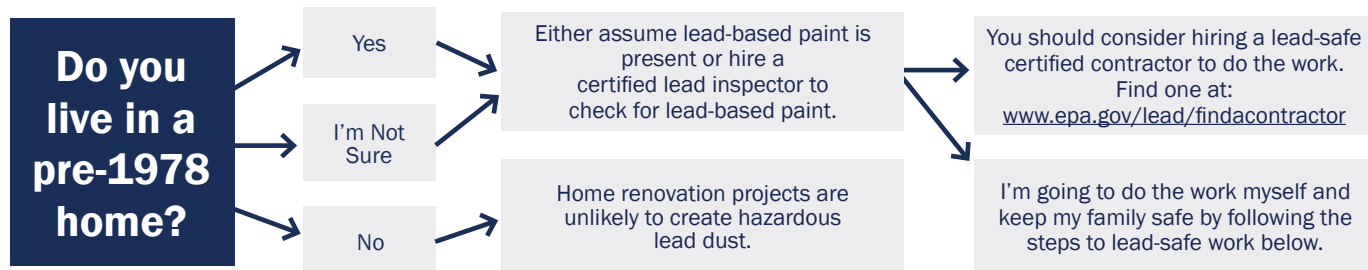
If your home was built before 1978, a home renovation project can easily create dangerous lead dust. This is one of the most common ways children are exposed to lead. Even low levels of lead in children's blood have been shown to affect a child's intellect, concentration, and academic achievement.

EPA encourages anyone pursuing renovations in a pre-1978 home to use a lead-safe certified contractor. However, if you plan to do-it-yourself (DIY), there are simple, important steps you should take to keep yourself and others safe during and after the renovation.

*U.S. Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes. (2021, October). American Healthy Homes Survey II Lead Findings.

Considering a home renovation project?

This chart can help you stay lead-safe while you renovate:



Steps to Lead-Safe Work



This document presents an overview of lead-safe work practices. For detailed information about lead-safe work practices, please visit [epa.gov/lead/rrp-diylers](https://www.epa.gov/lead/rrp-diylers).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

What Are the Most Common Type of Code Compliance Violations?

1. Tall Grass

Keep all grass mowed to the edge of the street or alley. Grass must be kept shorter than 8 inches.

2. Home Exterior

Your roof, siding, windows, garages, fences, porches, railings, etc. must be safe for normal use and in good repair.

3. Illegal Parking

It is illegal to park on your grass in the City of Toledo. This includes operable and inoperable cars, boats, trailers, campers, and RVs. Vehicles parked in driveways must be licensed motor vehicles in operating condition.

4. Grounds Maintenance

Keep all outdoor areas clean and clear of debris, trash, and prohibited items including couches, TVs, etc. The only items that should be kept outside are usable lawn furniture, pool equipment, bikes and toys, grills, and trash bins.

5. Trash Set Out

Trash and recycling set out at the curb must be contained within City approved bins, placed on the curb no earlier than 5 p.m. the night before pickup, and removed from the curb within 24 hours after collection.

6. Bulk Dumping

Residents may request 1 bulk pickup per month for large items or brush. This must be scheduled before placing bulk trash at the curb and follow the rules for a proper set out. It is illegal to dump trash on vacant properties, in alleys, or on public property.

How Should I Maintain My Property?

- Regularly inspect your property for any signs of wear and tear, damage, or code violations.
- Keep your property free from debris, overgrown vegetation, and rubbish.
- Ensure that your building's exterior, including the roof, siding, and windows, is well-maintained and in good condition.
- Keep sidewalks, driveways, and walkways clear of snow, ice, and any other hazards.
- Properly dispose of trash and recycling according to local guidelines.
- Maintain your lawn, mow it regularly, and address any weed or pest issues.
- Repair or replace broken fixtures, such as lights, fences, or gates.
- Ensure that your property's address is clearly visible from the street.
- Regularly clean gutters and downspouts to prevent water damage.

Where Can I Go for Additional Assistance Maintaining My Property?

In Toledo, several resources and assistance programs are dedicated to supporting and maintaining strong neighborhoods. Scan the QR codes below for more information on services that can assist you in maintaining your property and strengthening your neighborhood:

For Tenants + Landlords:



For Homeowners:



Do's and Don'ts of Being a Landlord / Housing Provider

We hope you found this guide to be helpful. Being a landlord can be very rewarding but it does require effort. Ensuring you are following the rules and best practices is the first step to success. Here are some final Do's and Don'ts of being a landlord.

Let's start with the Do's

• Build a Team

- Property lawyer
- Accountant or financial advisor
- Property Management company: If this applies to your business model
- Preferred vendor list: Leaky faucets and electrical shorts happen. Having a reliable list of vetted professionals to maintain your property in moments of need is key

• Invest in Landlord Insurance

• Ensure Your Lease Agreement Is Complete

- Rental details: Start with the basics, like lease terms, rent prices, payment dates, how you'll collect fees (including late fees), and how to handle an early exit (have a prorated plan ready to go).
- Security deposit (if applicable): Add in security deposit information, like how much is required and the deposit return policy.
- Pet policy: Spell out your expectations for tenants with furry companions, such as any restrictions, what fees the tenant has to cover, and pet-friendly areas. Remember, your pet addendum will not apply to service animals, as they are not considered pets.

• Establish a Robust Screening Process for All Prospective Tenants

• Complete a Rental Walk-Through with the Tenant

• Welcome New Tenants with a Landlord's/Property Manager's Introduction Letter

- Introduce yourself: Provide your contact information, like your email address, phone number, and the best times to reach you when needed.
- Quickly recap the rental agreement details: Remind the tenant of the expectations you have of them to avoid confusion later.
- Jump into the "when," "where," and "how" of rent collection: This is your chance to remind your tenant about due dates and late fees. Also, let them know if you're using a payment service or if you prefer checks.
- Dive into maintenance requests: A simple step-by-step guide for submitting problems will save you and your tenant a lot of headaches.
- Don't forget about inspections: Let the tenant know the inspection schedule and how you'll keep them updated. This shows respect for their privacy.

Do's and Don'ts of Being a Landlord / Housing Provider

And finally, the Don'ts

- Don't Show Up at the Property Unannounced.
- Don't Release Sensitive Personal Data.
- Don't Misuse Security Deposits.
- Don't Be Slow to Respond to Maintenance or Repair Needs.
- Don't shut off any utilities, change the locks or threaten any of these acts in order to make tenant move out of a home.
- Don't put tenant out or remove any of tenant property from the home without a court order signed by a judge.
- Don't keep tenant belongings to try to force tenant to pay rent.

Obtained from: www.avail.co/education/articles/the-dos-and-donts-of-being-a-landlord



**Thank You for coming to our
Landlord Education Fair!**

Please take our short survey!

