

## Rent Escrow Process

- Rent escrow is a payment of rent to the court instead of to your landlord. Rent is generally escrowed to require the landlord to follow the rental agreement and your reasonable belief that there has been a failure to comply with these requirements. Rent is escrowed to allow the court control over the payments rather than the landlord and is a defense if the landlord tries to evict you. Trying to evict someone for nonpayment when they are paying into escrow is called retaliation, and it is illegal.
- For guidance on how to set up an escrow account contact Legal Aid Western Ohio at the below address and/or phone number:



### 🎯 LAWO Lima

545 W. Market St., Ste. 301  
Lima, OH 45801-4565  
(877) 894-4599

FAX: (419) 224-9947  
TTY: (888) 554-7415

#### Counties served by this office:

- Allen
- Auglaize
- Hardin
- Mercer

### Tenant's Responsibilities:

- Keep that part of the premises that he occupies and uses safe and sanitary.
- Dispose of trash and garbage in a clean, safe and sanitary manner.
- Use and operate all electrical and plumbing fixtures properly.
- Comply with the requirements imposed on tenants by the applicable housing, health and safety codes.
- Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice. (At least 24 hours notice unless an emergency)
- Not intentionally or negligently destroy, damage or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
- Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

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

### **Landlord's Responsibilities**

- Comply with the requirements of any building, housing, health or safety codes which materially effect health and safety.
- Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
- Keep the common area of the premises (including walks, etc...) safe and sanitary.
- Provide trash and waste receptacles, if there are four or more apartments in the building and arrange for their removal.
- Supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.
- Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in the case of an emergency.
- Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of tenancy. If written lease, the owner's name and address must be in the lease.
- Keep all electrical, plumbing, heating, ventilating and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.
- Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

**None of the information in this document constitutes legal advice. If you are in doubt regarding your legal rights, we recommend you seek legal assistance.**