



# CLEVELAND HEIGHTS

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## **Housing and Building Committee**

**June 11, 2024**

**4:30 PM**

**City Hall – Executive Conference Room**

Building, Housing and Commercial Codes, Inspections and Enforcement  
Council members

Chair: Jim Petras | Vice Chair: Gail Larson | Member: Anthony Mattox, Jr.

### **Agenda**

- 1) Roll Call/Call to Order**
- 2) Tenant Rights and Responsibilities**
  - a. Legal Aid
- 3) Racial Justice Task Force Recommendations Update**
- 4) Other**
- 5) Adjourn**

## Memorandum

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Date: 6/3/2024  
To: City of Cleveland Heights Councilman Jim Petras  
From: Matthew Vincel & Elizabeth Zak, Housing Practice Group  
Subject: Proposed Tenants' Rights & Responsibilities

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## I. Proposed Scope of Tenants' Rights & Responsibilities

### A. Before You Rent

1. Rights
  - a. Fair Housing
  - b. Lease
  - c. Lead
2. Responsibilities
  - a. Rental Application

### B. While You Rent

1. Rights
  - a. Fair Housing
  - b. Safe & Habitable Conditions
  - c. Privacy
  - d. Notice
  - e. Rent & Pay-to-Stay
2. Responsibilities
  - a. Maintain the Unit
  - b. Allow Access to Unit
  - c. Drug-Free
  - d. Follow Lease Terms

### C. After You Rent

1. Rights
  - a. Security Deposit
2. Responsibilities
  - a. Leave Unit in Good Condition

## II. Proposed Content of Tenants' Rights & Responsibilities

### A. Before You Rent

1. ***Rights***
  - a. **Fair Housing**
    - 1) You have the right to apply for and view any advertised rental unit, regardless of your race, national origin, religion, sex (including sexual orientation and gender identity), family status, ancestry, military status, disability, or source of income (ex: government assistance, disability benefits, vouchers).<sup>1</sup>
    - 2) You have the right to request a reasonable accommodation—a change to a landlord's policy or practice—based on your disability.<sup>2</sup>

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<sup>1</sup> [R.C. 4112.02\(H\)](#); [Cleveland Heights Codified Ordinances § 749.07](#)

<sup>2</sup> [R.C. 4112.02\(H\)\(19\)](#); [Cleveland Heights Codified Ordinances § 749.07](#)

- 3) You have the right to request a reasonable modification—a change to the physical dwelling unit for which you may have to pay—based on your disability.<sup>3</sup>

b. **Lease**

- 1) You have the right to view the rental unit before you sign a lease.
- 2) You have the right to review the lease before you sign it.
- 3) You have the right to request a copy of your signed lease.
- 4) You have the right to know the name and address of the property owner and the property manager (if any).<sup>4</sup>
- 5) You have the right to receive a signed receipt from your landlord for your security deposit payment, unless you pay by personal check.<sup>5</sup>

c. **Lead**

- 1) You have the right to live in a unit that has a “lead-safe” certification from the City of Cleveland Heights Building Commissioner, if the unit was built before 1978.<sup>6</sup>
- 2) You have the right to receive the EPA pamphlet, “Protect Your Family from Lead in Your Home,” if the unit was built before 1978.<sup>7</sup>

2. **Responsibilities**

- a. You must provide truthful answers on your rental application.

B. **While You Rent**

1. **Rights**

a. **Fair Housing**

- 1) You have the right to not be discriminated against based on your race, national origin, religion, sex (including sexual orientation and gender identity), family status, ancestry, military status, disability, or source of income (ex: government assistance, disability benefits, vouchers).<sup>8</sup>
- 2) You have the right to request a reasonable accommodation—a change to a landlord’s policy or practice—based on your disability.<sup>9</sup>
- 3) You have the right to request a reasonable modification—a change to the physical dwelling unit for which you may have to pay—based on your disability.<sup>10</sup>

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<sup>3</sup> [R.C. 4112.02\(H\)\(18\); Cleveland Heights Codified Ordinances § 749.07](#)

<sup>4</sup> [R.C. 5321.18\(A\)-\(B\)](#).

<sup>5</sup> [Cleveland Heights Codified Ordinances § 767.04](#)

<sup>6</sup> [Cleveland Heights Codified Ordinances § 1347.08\(b\); 42 U.S.C. 4852d\(a\)\(1\); 40 C.F.R. § 745.100](#)

<sup>7</sup> [42 U.S.C. 4852d\(a\)\(3\); 40 C.F.R. § 745.100](#)

<sup>8</sup> [R.C. 4112.02\(H\); Cleveland Heights Codified Ordinances § 749.07](#)

<sup>9</sup> [R.C. 4112.02\(H\)\(19\); Cleveland Heights Codified Ordinances § 749.07](#)

<sup>10</sup> [R.C. 4112.02\(H\)\(18\); Cleveland Heights Codified Ordinances § 749.07](#)

**b. Safe & Habitable Conditions**

- 1) You have the right to live in a unit that complies with all applicable building, housing, health, and safety codes that materially affect your health and safety.<sup>11</sup>
- 2) You have the right to have your landlord make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.<sup>12</sup>
- 3) You have the right to live in a building where the common areas of the premises are in a safe and sanitary condition.<sup>13</sup>
- 4) You have the right to live in a unit where all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators that are supplied or required to be supplied by the landlord are in good and safe working order.<sup>14</sup>
- 5) You have the right to electricity, running water, reasonable amounts of hot water, and reasonable heat at all times, unless you have a utility account in your own name and the utility company has stopped service due to your nonpayment.<sup>15</sup>
- 6) You have the right to complain to your landlord about the condition of your unit and/or the building.<sup>16</sup>
- 7) You have the right to complain to government agencies about a condition that material affects health and safety.<sup>17</sup>
- 8) You have the right to join with other tenants to negotiate or deal collectively with your landlord on any of the terms and conditions of your rental agreement.<sup>18</sup>
- 9) You have the right to use “retaliation” as either a defense to an eviction brought by your landlord or as a reason to end your lease, unless you are behind in rent.<sup>19</sup>
- 10) You have the right to request—in writing—that your landlord fix any condition of the premises that could materially affect the health and safety.
- 11) You have the right to deposit your rent with the Cleveland Heights Municipal Court, after giving your landlord written notice and allowing your landlord a reasonable amount of time to make the repair.<sup>20</sup>
- 12) You have the right to ask the Cleveland Heights Municipal Court to order reduced rent or allow you to use your deposited rent to make the repair

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<sup>11</sup> [R.C. 5321.04\(A\)\(1\)](#)

<sup>12</sup> [R.C. 5321.04\(A\)\(2\)](#)

<sup>13</sup> [R.C. 5321.04\(A\)\(3\)](#)

<sup>14</sup> [R.C. 5321.04\(A\)\(4\)](#)

<sup>15</sup> [R.C. 5321.04\(A\)\(6\)](#); [R.C. 5321.15](#)

<sup>16</sup> [R.C. 5321.02\(A\)\(2\)](#)

<sup>17</sup> [R.C. 5321.02\(A\)\(1\)](#)

<sup>18</sup> [R.C. 5321.02\(A\)\(3\)](#)

<sup>19</sup> [R.C. 5321.02\(B\)](#)

<sup>20</sup> [R.C. 5321.15\(B\)\(1\)](#)

yourself, after giving your landlord written notice and allowing your landlord a reasonable amount of time to make the repair.<sup>21</sup>

- 13) You have the right to end your lease, after giving your landlord written notice and allowing your landlord a reasonable amount of time to make the repair.<sup>22</sup>

**c. Privacy**

- 1) You have the right to receive 24-hours' notice, except in case of emergency, before your landlord enters your unit.<sup>23</sup>
- 2) You have the right to be free of repeated, unreasonable demands from your landlord for entry into your unit.<sup>24</sup>

**d. Notice**

- 1) You have the right to receive a "notice to leave" or "notice to vacate" at least three (3) days before your landlord files an eviction against you in Cleveland Heights Municipal Court.<sup>25</sup>
- 2) You have the right to stay in your unit, unless your landlord has filed an eviction complaint in the Cleveland Heights Municipal Court and, after your hearing, the judge has ordered you to move.<sup>26</sup>
- 3) You have the right to a trial by jury, so long as you timely file your jury demand with the Cleveland Heights Municipal Court and either pay the jury demand fee or file a Fee Waive Affidavit.<sup>27</sup>

**e. Rent & Pay-to-Stay**

- 1) You have the right to receive signed receipts for every rent payment, unless you pay by personal check.<sup>28</sup>
- 2) You have the right to be charged only reasonable late fees, if you pay your rent late; "reasonable" is the larger of \$25 or 5% of the monthly contract rent.<sup>29</sup>
- 3) You have the right to avoid an eviction filing for nonpayment of rent, so long as you tender all your past due rent and reasonable late fees to your landlord.<sup>30</sup>
- 4) You have the right to avoid an eviction judgment in Cleveland Heights Municipal Court for nonpayment of rent, so long as you tender all your past due rent, reasonable late fees, and your landlord's court costs (but *not* attorney's fees) to your landlord.<sup>31</sup>

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<sup>21</sup> [R.C. 5321.15\(B\)\(2\)](#)

<sup>22</sup> [R.C. 5321.15\(B\)\(3\)](#)

<sup>23</sup> [R.C. 5321.04\(A\)\(7\)-\(8\)](#)

<sup>24</sup> [R.C. 5321.04\(B\)](#)

<sup>25</sup> [R.C. 1923.04\(A\)](#)

<sup>26</sup> [R.C. 5321.15](#); R.C. Chap. 1923

<sup>27</sup> [R.C. 1923.10](#)

<sup>28</sup> [Cleveland Heights Codified Ordinances § 767.04](#)

<sup>29</sup> [Cleveland Heights Codified Ordinances § 767.05](#)

<sup>30</sup> [Cleveland Heights Codified Ordinances § 767.02](#)

<sup>31</sup> [Cleveland Heights Codified Ordinances § 767.03](#)

2. **Responsibilities**

a. **Maintain the Unit**

- 1) You, your household, and your guests must keep your unit safe and sanitary.<sup>32</sup>
- 2) You, your household, and your guests must use all electrical and plumbing fixtures and appliances properly.<sup>33</sup>
- 3) You, your household, and your guests must not disturb your neighbors' peaceful enjoyment of the premises.<sup>34</sup>

b. **Allow Access to Unit**

- 1) You must allow your landlord to enter the unit to make repairs or improvements or to show the unit to potential purchasers or contractors.<sup>35</sup>

c. **Drug-Free**

- 1) You must keep your household, including guests, free of illegal drugs.<sup>36</sup>

d. **Follow Lease Terms**

- 1) You must follow all the terms and rules in your lease, including paying your rent.<sup>37</sup>
- 2) You must pay your rent, even when your landlord has not made requested repairs, by either paying your landlord directly or depositing your rent with the Cleveland Heights Municipal Court after allowing your landlord a reasonable amount of time to make the repair.<sup>38</sup>
- 3) You must give your landlord 30 days' notice if you choose to end your month-to-month lease.<sup>39</sup>

C. **After You Rent**

1. **Rights**

a. **Security Deposit**

- 1) You have the right to receive your security deposit, minus any deduction that you owe for past due rent or for damage to the unit beyond normal wear and tear.
- 2) You have the right to receive 5% interest on your security deposit return, if your security deposit is more than one month's rent.<sup>40</sup>

2. **Responsibilities**

a. **Leave Unit in Good Condition**

- 1) You must leave your unit in good condition, except for normal wear and tear.<sup>41</sup>

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<sup>32</sup> [R.C. 5321.05\(A\)\(1\), \(2\)](#)

<sup>33</sup> [R.C. 5321.05\(A\)\(3\), \(4\), \(6\) – \(7\)](#)

<sup>34</sup> [R.C. 5321.05\(A\)\(8\)](#)

<sup>35</sup> [R.C. 5321.05\(B\)](#)

<sup>36</sup> [R.C. 1923.02\(A\)\(6\)\(A\)\(i\)](#); [R.C. 5321.05\(A\)\(9\)](#)

<sup>37</sup> [R.C. 1923.02\(A\)\(9\)](#)

<sup>38</sup> [R.C. 5321.07\(B\)\(1\)](#)

<sup>39</sup> [R.C. 5321.17\(B\)](#)

<sup>40</sup> [R.C. 5321.16\(A\)](#)

<sup>41</sup> [R.C. 5321.16\(B\)](#)

### III. Sample Rights & Responsibilities

#### A. Seattle Renter's Handbook

1. Content – 57-page handbook<sup>42</sup>
2. Mechanism – Landlord shall provide handbook to tenant<sup>43</sup>
3. Enforcement
  - a. City citation<sup>44</sup>
  - b. City notice of violation<sup>45</sup>
  - c. Criminal penalty<sup>46</sup>

#### B. Ohio Nursing Home Residents' Bill of Rights

1. Content - 36 individual rights enumerated in statute<sup>47</sup>
2. Mechanism – Rights shall be posted conspicuously in the facility<sup>48</sup>
3. Enforcement
  - a. Staff training<sup>49</sup>
  - b. Access to advocates, attorneys, and the facility's grievance procedures<sup>50</sup>
  - c. State investigations and oversight<sup>51</sup>

#### C. Federal Lead Warning Statement

1. Content – 18-page pamphlet drafted by Environmental Protection Agency<sup>52</sup>
2. Mechanism – Lessor shall provide pamphlet to lessee<sup>53</sup>
3. Enforcement
  1. Civil money penalties payable to government<sup>54</sup>
  2. Triple damages payable to lessee<sup>55</sup>

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<sup>42</sup> <https://www.seattle.gov/rentinginseattle/renters/resources-for-renters>

<sup>43</sup> [Seattle Mun. Code § 7.24.080, Rental Agreement Regulation Ordinance](#)

<sup>44</sup> [Seattle Mun. Code § 7.24.130, Rental Agreement Regulation Ordinance](#)

<sup>45</sup> [Seattle Mun. Code § 7.24.140, Rental Agreement Regulation Ordinance](#)

<sup>46</sup> [Seattle Mun. Code § 7.24.150, Rental Agreement Regulation Ordinance](#)

<sup>47</sup> [R.C. 3721.13\(A\)\(1\) – \(36\)](#)

<sup>48</sup> [R.C. 3721.13\(A\)\(1\) – \(36\)](#)

<sup>49</sup> [O.A.C. 5122-30-22\(D\)](#)

<sup>50</sup> [R.C. 3721.14\(E\)](#)

<sup>51</sup> [R.C. 3721.23](#)

<sup>52</sup> <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>

<sup>53</sup> [42 U.S.C. 4852d\(a\)\(1\)](#)

<sup>54</sup> [42 U.S.C. 4852d\(b\)\(1\)](#)

<sup>55</sup> [42 U.S.C. 4852d\(b\)\(3\)](#)