



## **Welcome to the City of Berea...**

*Memories are Made Here*

We hope that your college years will be among the best years of your life.

University students can bring energy, cultural diversity and economic benefits to our city and neighborhoods.

However, conflicts between university students and permanent residents are neither new nor surprising. When students are unburdened by parental or university oversight and coping with juggling new adult responsibilities, they may, without intending, adopt behaviors that draw them into conflict with their neighbors.

The information provided here is intended to help you become a valuable asset to our city and to provide tips on how to peacefully co-exist with your neighbors and the community at-large.

In addition, you will find other helpful information, such as a summary of the landlord-tenant law, local ordinances pertaining to noise, alcohol and other general conduct and general questions you may have about living in the City of Berea.

Links are provided to additional sources of information, along with City contact information if you have questions about living in the City of Berea.

Again, welcome to Berea, the Grindstone City...a place where memories are made.

*Cyril Kleem*

**Mayor, City of Berea**

## **TABLE OF CONTENTS**

	<u>Page</u>
Creating a Positive Relationship with Your Neighbors	3
Tips For Avoiding Problems at Social Gatherings	4
Laws Frequently Impacting Students in Off-Campus Housing	5
Noise	5
Parking	5
Trash, Recycling and Yard Waste	6
Alcohol Consumption, Open Containers and Social Hosting	7
Outdoor Grills, Fireworks, Bonfires and Recreational Fires	7
Pets	8
Criminal Nuisance Law	8
Making Berea Your Home	8
Tips for Finding a Place to Live	9
Housing Discrimination	10
Yard Maintenance Requirements	10
Introduction to Landlord-Tenant Law	10
Legal Duties of Landlords and Tenants	11
Security Deposits	12
Remedies for Violations of Legal Duties	13
Moving Out Before the Lease Term Ends	15
Forms and Resources	15
City Contacts	16
Move-In, Move-Out Checklist	

# CREATING A POSITIVE RELATIONSHIP WITH YOUR NEIGHBORS

Your first time moving off-campus is a one-of-a-kind college experience. For the first time in your life, you have your own place. In your off-campus house, the possibilities are limitless. You can throw parties every night, set up beer pong tables in the backyard, smoke and drink wherever you please. It's how college was meant to be spent, right?

Unfortunately, the answer is "no." Moving away from the controlled environment of a college dorm leads to an entirely different set of issues---the off-campus neighbor. Your neighbors can make or break your year.

Remember that your neighbors are not like your friends from the dorm. They are families, professionals, and non-student residents who keep very different hours and lifestyles than students. As a part of the community, it's important that you recognize and abide by some basic responsibilities as a neighbor.

It's important for students to understand that:

1. Though students may only be living in the community during their academic tenure, long-term residents have made a commitment to their community. For this reason, students are expected to demonstrate responsible citizenship by showing respect and concern for all members of the local community.
2. Families and neighborhoods around campus have the right to enjoy a reasonable level of peace and quiet. Students are expected to be sensitive to the needs of their neighbors in this regard.
3. Families and neighborhoods take a sense of pride in their community by taking care of their property. Students are also expected to take care of their property as a reflection of their commitment to that community.

***The following tips will help foster good relationships with your neighbors:***

**The most important action you can take when moving into a neighborhood is to COMMUNICATE!**

**Your neighbors might be more tolerant of occasional problems if you have taken the time to build a relationship.**

**Day 1: Introduce yourself.** Even if you have lived there for a while, it's better late than never! Exchange contact information. Encourage your neighbors to call you if they have problems and concerns. Discuss concerns with your neighbors as soon as they arise and before they escalate into larger issues.

**Day 2: Go beyond first introductions and establish ongoing communication with your neighbors.**

Learn about your neighbors' lifestyles. Do they work early morning shifts? Do they have small kids who take afternoon naps? Being mindful of their schedules and helping neighbors to understand yours can help mitigate problems before they start. Ask your neighbors what their past experiences have been with students. Ask them about their concerns about living next to college students.

## **Get involved in your neighborhood.**

A simple "hello" or "how are you?" can go a long way in beginning to build relationships with your neighbors.

Treat your neighbors with respect and consideration. Understand your actions affect the lives of those around you.

Lend a helping hand. If you see a neighbor struggling to carry groceries or shovel the snow off their driveway, ask if you can provide assistance.

You may be amazed at how far these gestures can go in creating a positive neighborhood experience!

***The top two issues that attract negative attention are noise and trash!***

**Keep the noise down.** Bear in mind that noise travels farther than you think, so it's not just next door, but also across the street and behind the house where neighbors may hear you. While creating an unreasonable noise disturbance can be a violation at any time of the day, you should pay special attention to avoid creating noise disturbances between 10 pm and 7 am, and if problems arise, work with your neighbors to find a solution that doesn't involve the police.

Be aware of shared walls! Something as seemingly innocent as watching a game or listening to music and even a normal conversation can be disruptive to your neighbors.

Park only in driveways, parking spaces that are assigned to you, or in legal spaces on the street. Do not park in a neighbor's parking space unless you ask first, and do not park across the sidewalk or on grass.

Control your pets. Be respectful, keep your pet's noise under control, and clean up after your pets.

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## Tips for Avoiding Problems at Social Gatherings

Social gatherings are a part of college life. *Be responsible when throwing a party.* When hosting a party or social event, it's best to take into consideration any neighbors you may have with small children, elderly or long-term neighbors and full-time employees in various fields. They may have different work schedules, different sleep schedules and different noise level expectations. **Remember that those who host, lose the most...**

### Before the party

- Let your neighbors know in advance if you will be throwing a party. You might even consider inviting them!
- Tell your neighbor to call you anytime of the day or night if your music needs to be turned down or that your party should start winding down.
- Negotiate an end time and a clean-up time frame with neighbors.

### During the party

Have your phone turned-on during the party so that neighbors can contact you first if the noise is too loud, or if other problems occur so that you can work with your roommates and guests to correct them.

Stay inside the house or at least in the backyard. Front-yard parties are more likely to attract the attention of the police and neighborhood.

It is a good idea to have a sober Party Monitor who will be in charge of the following:

- Monitoring the entrances and exits.
- Turning away uninvited guests.
- Helping to enforce "house rules."
- Making sure that guests are considerate of your neighbors and parking lawfully.
- If alcohol is consumed on the premises, verifying that the guests are over age 21.
- Stopping guests leaving with cups. This draws attention, creates trash and could lead to an open container violation.
- Monitoring behavior when guests are leaving to ensure that they don't trespass, make excess noise or even urinate outside.

If a guest has had too much to drink, prevent them from driving. Call for an Uber or Lyft or arrange for a ride with another guest who is sober, or invite them to stay over. Have your guests stay inside until a sober driver arrives on the scene.

Cooperate with your neighbors if they call or stop by to tell you the party is too loud. Otherwise, they may end up calling the police.

**If the party gets beyond your control, call the police yourself at 911.**

## **After the party**

Clean-up all visible party-related debris left on your property and on your neighbors' properties as soon as possible, and in all cases by 10 am on the following day.

Talk with neighbors to determine if they experienced any problems during the party. Simple communication will make it easier to coexist.

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## **LAWS FREQUENTLY IMPACTING STUDENTS IN OFF-CAMPUS HOUSING**

Nothing in this section is intended to be, nor should be construed as legal advice. Seek your own counsel if you have questions that pertain to your situation. The text below merely highlights the law and is not intended to be a comprehensive discussion of the law.

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### **NOISE**

Most calls to the police department relating to college neighborhoods are about noise disturbances.

Berea Codified Ordinance Chapter 911 - [https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-14770#JD\\_911](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-14770#JD_911)

**Creating a noise disturbance is unlawful.** Therefore, it's important to know how the City's police officers will determine whether a noise disturbance exists.

There are two types of noise disturbances that are most likely to result in police action

1. Sounds that annoys or disturbs a reasonable person of normal sensibilities. If the City receives a complaint about noise and upon arrival the officer finds that the noise is unreasonable, you may be given a warning and asked to comply with the law. If the officer is called back to the residence, it is likely that the residents will be cited.
2. Noise stemming from speakers, audio devices or instruments is the other common type of noise disturbance.

**In other words—your music is too loud!**

In this case, if the music can be heard more than 50-feet away from the source, it is considered a noise violation. You will likely receive one warning, but will be cited if the police return for the same complaint.

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### **PARKING**

Landlords are required to provide adequate off-street parking for their tenants.

#### **THE CITY AGGRESSIVELY ENFORCES THE PARKING CODE**

Berea Codified Ordinance Chapter 751 - [https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-12113#JD\\_751](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-12113#JD_751).

Violations that are most likely to result in a ticket and/or a tow:

- Parking on an unimproved surface. Unless a gravel driveway was "grandfathered", all parking must be on a hard, improved surface.
- Parking on a lawn.
- Parking on the tree lawn.
- Blocking a sidewalk
- Parking on the hydrant side of the street.
- Parking in front of or blocking a driveway.
- Parking on a street between 3 – 6 am.

# TRASH, RECYCLING AND YARD WASTE

The City of Berea contracts with [Kimble Recycling & Disposal, Inc](#) to provide trash pick-up and recycling services. In most cases this service is provided at no cost to residents. (The City does not provide trash disposal services to apartment complexes or to certain multi-family residences.)

These are some of the issues that frequently cause problems for students in off-campus housing:

- In order to ensure that your waste is picked-up, it must be placed on your tree lawn between 4:30 pm on the day before your scheduled pickup and 7 a.m. on the day of your scheduled pickup.
- Trash receptacles must be removed from the tree lawn no later than 10 am on the day following pickup.
- Receptacles must be stored behind the property set-back line and screened from view.
- Household rubbish must be bagged and placed in the dark green cart.
- Recycling must be loose in the light green cart.
- Cart lid openings must face the street and handle must face the home.
- Carts must be placed on driveway or tree lawn approximately three feet apart and away from the curb for pick-up.
- Items, such as upholstered furniture, box springs and mattresses must be wrapped and sealed in plastic.

Yard Waste:

- Grass clippings, leaves and other yard waste should be placed in their Kimble provided waste cart, personal containers, in brown paper yard waste bags, which are available at discount, drug and hardware stores.
- The bags and cans should not weigh more than 40 pounds when fully loaded.
- Cut branches to no more than 4 feet in length and bundle them with string. Place them at curbside alongside the yard waste bags and cans.
- Do not place yard waste in the Kimble provided Recycling cart.
- Loose leaves - The City of Berea will collect leaves at the curb according to published schedule in the fall.
- **Yard waste generated by contractors must be removed and disposed of by contractors.**

Additional information, including regulations and requirements may be found at:

- [https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-7129](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-7129)
- <http://www.cityofberea.org/298/Rubbish-Collection-Disposal>
- <https://www.kimblecompanies.com/Content/uploads/Easy-Cart-Placement-Guide-1-844.pdf>

*Violations of the trash law and regulations could result in a fine of up to \$150 for a first offense and a fine of up to \$250 and/or 30 days in jail for a second or subsequent offense. Both owners and occupants are responsible for compliance. Additional fees may be incurred if the property is declared a nuisance due to the failure to follow the law.*

Find your collection day: <https://berea1836.maps.arcgis.com/apps/webappviewer/index.html?id=0401a35102ec4f65b5323e5862ec3bf7>

When a holiday falls on or before your regular pickup day, your rubbish and recycling will be collected one day later than usual. For example, if your regular pickup day is Friday, your rubbish/recycling/yard waste will be picked up on Saturday.

The following Holidays will affect your pickup schedule:

New Year's Day  
Memorial Day

July 4th  
Labor Day

Thanksgiving Day  
Christmas Day

For more information about rubbish, recycling and yard waste, or to report a problem with your pickup, please contact Kimble directly at (800) 201-0005; or by email at [customerservice@kimblecompanies.com](mailto:customerservice@kimblecompanies.com) or by using Live Chat: [Kimble Companies](#)

## ALCOHOL CONSUMPTION, OPEN CONTAINER AND SOCIAL HOSTING

College parties are a fact of life. But be aware that if you host a party and furnish alcohol to a minor, you may be personally liable for damages or injuries to third parties and may be guilty of a crime.

Alcohol possession and consumption by anyone under age 21 is among the most common violations that will put college students in legal jeopardy.

Laws relating to alcohol can be found in Chapter 4301 of the Ohio Revised Code. See <https://codes.ohio.gov/ohio-revised-code/chapter-4301>.

*Violations of Chapter 4301 may result in fines of \$250 - \$1,000 and/or six months in jail, depending upon the specific offense.*

Here are some general rules to keep in mind:

- Alcohol possession and consumption is illegal in Ohio if you are under age 21.
- If you are over 21, it is unlawful to buy or furnish alcohol to any person under age 21.
- If you are over 21, you may not allow an underage person to enter or remain on your premises while possessing or consuming alcohol.
- If you are under age 21, you may not be under the influence of alcohol in any public place.
- If you are under age 21, you may not pay for or attempt to purchase, possess or consume alcohol in any public or private place.

Except in very limited circumstances, you are not permitted to possess an opened container of beer or other liquor in any public place.

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## OUTDOOR GRILLS, FIREWORKS, BONFIRES, RECREATIONAL FIRES

Grills may NOT be used or kept on porches or balconies unless such porch or balcony is fully enclosed by a roof and side walls which are constructed of wood, glass or some type of solid screening material.

The possession and/or discharge of consumer-grade fireworks is unlawful in the City of Berea.

Bonfires and recreational fires may be permitted under certain circumstances.

A bonfire is defined as an outdoor fire utilized for ceremonial purposes. Bonfires shall be located at least 50 feet away from a structure, unless contained in a barbecue pit.

A recreational fire means an outdoor fire, burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outside fireplace, barbecue grill or barbecue pit and has a total fuel area of 3' or less in diameter and 2' or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

- Recreational fires shall be located at least 25 feet away from a structure or combustible material.
- With the exception of portable outdoor fireplaces at one and two-family homes, portable outdoor fireplaces may not be located within 15 feet of any structure or combustible material.
- Both bonfires and recreational fires must be constantly attended until the fire is completely extinguished.
- In addition, at least one portable fire extinguisher or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, must be available and ready for immediate use.

Open burning, in general, is not permitted in the City of Berea, except upon issuance of various permits issued by the Fire Department and/or the EPA.

Please review the ordinance in its entirety or contact the Fire Department to ensure that your bonfire or recreational fire complies with the Codified Ordinances.

[https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-29069](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-29069)  
<http://www.cityofberea.org/DocumentCenter/View/1331/Open-Burning-Regulations-PDF>

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## PETS

A landlord has the right to prohibit pets or to establish conditions that must be met before a tenant gets a pet.

Berea Codified Ordinances Chapter 905 - [https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-14218#JD\\_905](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-14218#JD_905).

Here are some of the important provisions of the City's pet ordinance:

1. Animals are not permitted to run at large—which includes both cats and dogs.
2. If you feed an animal, such as a feral cat, you are deemed to be the owner of the cat, and will be required to have the animal properly vaccinated.
3. Animals, such as dogs, may not create a noise disturbance.
4. Animals must be leashed when off your property. (Cats, too)
5. You are required to pick up your animal's waste.
6. You are limited to three dogs per zoning lot, unless the dogs are under 3 months of age.
7. Dogs over three months in age are required to have a license issued by Cuyahoga County. Go to <https://fiscalofficer.cuyahogacounty.us/en-US/Dog-License.aspx>

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## CRIMINAL NUISANCE LAW

If the police have reasonable grounds to believe that more than one criminal act has occurred at a particular property, it may be declared a criminal nuisance. Once declared a criminal nuisance, the City will charge a minimum of \$750 each time a City official is required to respond to the same residence. Your landlord may appeal a nuisance declaration.

Berea Codified Ordinance 931.02 - [https://codelibrary.amlegal.com/codes/berea/latest/berea\\_oh/0-0-0-34864#JD\\_1331.05](https://codelibrary.amlegal.com/codes/berea/latest/berea_oh/0-0-0-34864#JD_1331.05)

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## MAKING BEREALAND YOUR HOME

Berea is a great place to live. We are the home of Baldwin-Wallace University and the Cleveland Browns. There are parks and playgrounds, restaurants and retail outlets. It's an easy place to make memories.

Berea is also a safe place to live. However, residents should always be mindful of their personal safety. Here are some tips to stay safe:

- Introduce yourself to your neighbors and exchange contact information.
- Walk in well-lit areas, avoid walking alone at night; remain alert and aware of your surroundings.
- Keep all windows and doors locked, even when you are home.
- Ask a neighbor or friend to keep an eye on your home while you're away.
- Avoid posting on social media that you are away.
- Don't leave your car unlocked
- Don't leave the keys in your car

*We invite you to become part of our thriving community.*

There are many options when looking to rent an apartment or home in Berea. Many students gravitate towards renting older homes in the neighborhood surrounding Baldwin-Wallace University. However, make sure you also consider living in one of the many apartment buildings located in Berea. Older homes often have maintenance problems and may have some features that violate life safety codes. Apartment complexes often have more amenities and fewer maintenance issues that are disruptive to the tenant.

## FINDING YOUR HOME AWAY FROM HOME

How to find a place to live? Look for "for rent" signs or ask your friends; or visit one of the many websites that list rental properties. Here are a few:

- <https://www.forrentuniversity.com/oh/berea-student-housing>
- <https://www.apartments.com/berea-oh/>
- <https://www.Zillow.com>
- <https://www.collegestudentapartments.com/city/berea-a-ohio/apartments/>

### **Things to consider before signing your lease:**

- Verify that the landlord has both registered the rental property with Cuyahoga County and has been issued a valid rental permit from the City of Berea. **A rental property may NOT be occupied until a rental permit has been issued.**
- Do not sign a lease if the landlord is unable to show you a valid rental permit.
- Make sure that there are working smoke detectors and fire extinguishers.
- Test indoor and outdoor lighting.

### **Landlords frequently try to rent to more students than the space will reasonably allow.**

- Every dwelling shall have at least 150 square feet of open floor space for the first occupant, and at least 100 additional square feet of floor space for each additional tenant. The floor space is calculated on the basis of total habitable room area.
- If there is one person per bedroom, the bedroom must be at least 70 square feet. However, with each additional person occupying the bedroom, there must be an additional 50 square feet per person.

### **Basements are not permitted to be used as living or sleeping areas** except in the following circumstances:

1. The floor and walls are insulated to protect from water runoff and dampness; and
2. The space must have windows that are located entirely above the grade; and
3. Each basement must have at least one window, that is at least 10% of the total square footage of the area.
4. Any windows shall be capable of providing ventilation to the space.
5. There must be egress from the basement to the ground level.

***The Building Department reports that most basements in Berea do not comply, and therefore most basements should not be used as a living or sleeping area.***

Did you know that there are restrictions about what items may be placed or stored on your porch or balcony?

The City prohibits the placement or use of refrigerators, beer kegs, garbage, debris or furniture not manufactured for outdoor use (such as upholstered chairs, couches and mattresses) on a porch unless it is fully enclosed by a roof and sidewalls constructed of wood, glass or some other type of solid screening material.

Inspection of Rental Properties: At this time, the City does not perform routine inspections of one and two-family homes. However, both the owner and occupant are required to follow all applicable housing codes. Our Building Department will conduct an inspection at the request of owners or tenants if the alleged violations are life-safety issues.

### **Complete a Housing Checklist**

Before moving-in, tenants should complete a housing checklist. There are many forms that are available on-line. A sample is included at the end of this document. When you move-out, the condition should be nearly the same or better than the condition upon moving-in. Documenting these conditions will help you decide whether or not to lease the unit and will provide evidence in the event you end-up in a dispute with your landlord.

## HOUSING DISCRIMINATION

***It is illegal for a landlord to refuse to rent to someone based on race, color, religion, sex, familial status, ancestry, handicap, or national origin.*** Here are some examples:

- ❖ You are told the apartment you would like to rent is occupied when it really is not.
- ❖ The rental terms presented to you are different than those presented to another potential renter.
- ❖ It is suggested you rent in a specific neighborhood or apartment as a way to keep people of your race, color, religion, sex, national origin, or familial status from moving into a particular neighborhood or complex.

If you believe that you have been subject to discrimination in housing, you may contact...

1. Department of Housing and Urban Development at [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_housing\\_act\\_overview](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview);
2. The Ohio Civil Rights Commission at <https://crc.ohio.gov/>; or
3. The City of Berea Law Department. <http://www.cityofberea.org/DocumentCenter/View/915/Fair-Housing-Ordinance-PDF?bidId=>

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## WHO IS RESPONSIBLE FOR YARD MAINTENANCE?

The City of Berea makes **BOTH** the owner and the occupants responsible for yard area maintenance, which includes grass and trash. **Even if your lease states that the landlord is responsible for yard maintenance, you can both be held legally responsible.** In such a case, the tenant may be able to use the legal system to compel the landlord to live up to the contractual requirements---but as a matter of law, both parties may be held responsible.

An owner is responsible for maintenance of any common areas, windows, exterior walls, chimneys, porches, driveways, etc.

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## INTRODUCTION TO THE OHIO LANDLORD-TENANT LAW

*The following information is merely an introduction to the general laws pertaining to landlords and tenants in Ohio and does not constitute legal advice. Contact a private attorney if you need assistance.*

**The Ohio Landlord-Tenant Act (<https://codes.ohio.gov/ohio-revised-code/chapter-5321>) establishes the rights and responsibilities for both landlords and tenants.**

### LEASES IN A NUTSHELL

- A lease or rental contract is a legally binding agreement. Read each clause carefully before signing it.
- Make sure the amount of rent is included as well as the length of the lease.
- Do not sign a lease unless you definitely intend to live there. Changing your mind may cost you your security deposit.
- Before signing the lease, have the landlord clarify all points that you do not fully understand.
- Tell the landlord about needed changes and have any adjustments to the lease put in writing.

### A lease should include, at minimum, the following information:

- 1) Description of the property
- 2) Length of the lease
- 3) Names of both the landlord and the tenant and their contact information
- 4) Due date for rent
- 5) How rent is paid (Is it be mailed? Or, paid electronically? Will it be collected in person?)
- 6) Security deposit
- 7) Amount of rent and the consequences of a late payment.
- 8) Maintenance responsibilities
- 9) Utilities
- 10) Notice requirements when terminating a lease
- 11) Any rules and regulations
- 12) Rights and responsibilities of each party

## **The Landlord-Tenant Act also prohibits a landlord from including certain clauses in your lease.**

***If you see any of these provisions in your lease, you might want to consider finding another place to live. If a landlord includes illegal terms, it might be a sign that you will have problems during the term of your lease.***

**Some of the clauses that are legally unenforceable if they are included in your lease:**

- ❖ Parties to a residential lease may not include a provision that requires either party to pay the attorney fees of the other. (Although one or more statutes may require one party to pay for the other's attorney fees, but such a requirement may not be included in the lease.)
- ❖ The landlord may not include a lease term that forces you to accept the blame or pay your landlord's legal fees if court action is taken against you in a future dispute. (**NOTE** – many landlords in college towns include a provision that makes the tenant liable if the property is declared a nuisance due to the conduct of the tenant. While you should consult your own attorney, it is very likely that such a clause, in accordance with the Landlord-Tenant Act, is unenforceable.)
- ❖ The lease may not give the landlord authority to take possession of your personal property as reimbursement for unpaid rent.
- ❖ The lease may not include a term that would require a tenant to continue paying rent if your unit is destroyed by fire, tornado or other natural disaster.

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## **DUTIES OF LANDLORDS AND TENANTS**

### **Ohio law requires landlords to:**

- Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety; and
- Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; and
- Keep all common areas of the premises in a safe and sanitary condition; and
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by the landlord; and
- Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection; and
- Not abuse their right of access; and
- Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

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### **Ohio law requires tenants to:**

- Keep their part of the premises in a safe and sanitary condition; and
- Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner; and
- Keep all plumbing fixtures in the dwelling unit or used by him as clean as their condition permits; and
- Use and operate all electrical and plumbing fixtures properly; and
- Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes; and
- Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises; and
- 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; and
- Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- Conduct himself, and require persons in his household and persons on the premises with his consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section relating to controlled substances; and
- The tenant shall not unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

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## **SECURITY DEPOSITS**

A security deposit is usually required before signing a lease. Some landlords don't understand their obligation to return the deposit upon vacating the property.

If the term of your lease is at least 6 months, and if the security deposit required is more than one month's rent, the landlord is required to pay 5% interest on the difference. On an annual basis, a landlord is required to pay the 5% interest to the tenant. (There are some exceptions if certain terms are contained within your lease, so check before seeking to enforce this provision.)

At the end of your lease, the landlord is permitted to use the security deposit to cover unpaid rent and for any damages beyond normal wear and tear. If your landlord withholds some or all of the security deposit, he or she is required to provide you with an itemized list of deductions within 30 days. If the tenant is behind in their rent and also damaged the premises, a landlord may take legal action to collect the shortfall.

In order to have all or a portion of a security deposit returned, tenants are required to provide the landlord with a forwarding or new address at the end of their lease.

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## WHAT TO DO IF YOUR LANDLORD FAILS TO PERFORM REQUIRED DUTIES

Usually, if the landlord fails to make certain repairs, a tenant may take the following action:

1. Repair it yourself and deduct the cost from your rent. The cost of repairs may not exceed one month's rent. (Have your landlord sign a written agreement for reimbursement before you make any repair.)
2. You can move out and not be required to complete the duration of your lease. Make sure you document your requests for maintenance and allow the landlord up to 30 days to complete repairs before breaking your lease.
3. You can withhold your rent payment.

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## WHAT YOUR LANDLORD CAN DO IF **YOU** FAIL TO PERFORM REQUIRED DUTIES

A landlord may take action to evict a tenant if any of the following conditions occur:

- 1) If a tenant is in default in the payment of rent; or
- 2) If a tenant makes a complaint about a violation of building, housing, health, or safety codes, and it is found that the condition was caused by the tenant, others occupying the unit or their guests; or
- 3) If repairs necessary to come into compliance with the applicable building, housing, health, fire, or safety code would require alteration, remodeling, or demolition of the premises, which would effectively deprive the tenant of the use of the dwelling unit; or
- 4) A tenant is holding over the tenant's term; or
- 5) Upon breach of any lawful term of the lease.

*If the tenant violates any provision of their statutory duties, the landlord may recover the actual damages that result from the violation together plus reasonable attorney's fees. This is in addition to any right of the landlord to terminate the rental agreement and to evict the tenant.*

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## RETALIATION BY THE LANDLORD IS PROHIBITED

A landlord may **not** retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant's premises for any of the following reasons:

- The tenant has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety; or
- The tenant has complained to the landlord of any violation of the Revised Code; or
- The tenant joined with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.

**If a landlord is found to have unlawfully retaliated against a tenant, the tenant may:**

- Use the retaliatory action of the landlord as a defense to an attempt by the landlord to evict the tenant;
- Terminate the rental agreement.

If a tenant is behind on the rent, an unscrupulous landlord will threaten to confiscate or hold your property or to shut off the water. Landlords may NOT take your property; nor may they have the water shut off. **Period.** The landlord's remedy is to evict the tenant.

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## RENT WITHHOLDING

**If you believe that the landlord has failed to perform his duties in making necessary repairs, the tenant should provide the landlord with written notice stating the specific issues that constitute non-compliance.** In most cases, the notice should be sent to the person or place where rent is normally paid. If the repairs are not made in a reasonable period of time (usually no more than 30 days), you may deposit your rent in the Berea Municipal Court. Tenants should be current on their rent payments and are required to continue to pay their rent. But instead of paying the landlord, you deposit your rent with the Court. If you simply stop paying your rent, you may be evicted.

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## MOVING OUT BEFORE THE LEASE TERM ENDS

Sometimes a tenant may need to vacate the property before the lease expires. Remember that when you signed your lease, you promised to pay rent for the entire term of the lease.

Therefore, you may wonder if you are allowed to sublet your unit. Landlords may include a provision in the lease that prohibits subletting. Don't assume that you have the legal right to sublet.

Unless otherwise established in the lease, the tenant is still responsible for paying the remaining rent---even if they move-out. Landlords are required to make a reasonable effort to rent-out the property, which will generally allow the tenant to stop paying rent. However, if they are unable to rent the unit---you are on the hook!

### **Tips on Moving-Out**

To help create a smooth moving-out experience, follow the tips below:

- Double-check your lease for your defined move-out notice period; and
- Give your landlord at least 30 days (or more if required in your lease) that you intend to vacate the premises—even though the end of the lease term is specified in the lease.
- Clean the property thoroughly. Pursuant to the lease, if you painted walls, you may be required to return the walls to the original color. You may also be required to fill nail holes, etc.; and
- Document condition of the property—take photos since pictures tell a thousand words. If you used a checklist when you moved-in, you should use the same checklist when moving-out. **Document, document, document!** These simple things will help if your landlord refuses to return your security deposit or bills you for damages; and
- Cancel the utility accounts in your name.

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# FORMS AND RESOURCES

## FOR LOCAL ASSISTANCE AND LEGAL ADVICE

Legal Aid Tenant Hotline:

Free Eviction Help (Legal Aid and United Way):

For Cuyahoga County tenants, call 216-861-5955

<https://freeevictionhelp.org/>

## SELF-HELP

The **best** reference for both landlords and tenants is “The Ohio Landlord-Tenant Handbook”, by Frederic White. It is often referred to by legal professionals as the “Bible of Landlord-Tenant law.”

It is available through the Cuyahoga County Library at:

[https://encore.cuyahoga.lib.oh.us/iii/encore/record/C\\_\\_Rb10339088?lang=eng&ivts=izMeKkdQ8cu64sbTwhnlg%3D%3D&casts=yKkMp9zi9aJp6eKPmNPSPA%3D%3D](https://encore.cuyahoga.lib.oh.us/iii/encore/record/C__Rb10339088?lang=eng&ivts=izMeKkdQ8cu64sbTwhnlg%3D%3D&casts=yKkMp9zi9aJp6eKPmNPSPA%3D%3D)

*The handbook is written in an easy-to-read manner. It includes many FAQs and has many more forms and sample letters that may be used by both landlords and tenants. For example, there is a sample letter that a tenant should send a landlord when repairs are required. Tenants and landlords alike should consider using the handbook as their primary resource.*

## BEREA MUNICIPAL COURT – FORMS

The following forms are provided by the Berea Municipal Court. Court clerks and other officials are prohibited, by law, from giving you legal advice. Nevertheless, these forms may be used by the parties when disputes arise.

**Tenant Form – Application for Rent Deposit:**

<http://www.bereamunicipalcourt.org/documents/Application%20by%20Tenant%20to%20Deposit%20Rent.pdf>

**Landlord Form – Application to Release Funds from Rent Deposit:**

<http://www.bereamunicipalcourt.org/documents/Application%20for%20Release%20of%20Rental%20Escrow.pdf>

**Landlord Form – Explanation of Eviction Process:**

<http://www.bereamunicipalcourt.org/documents/Eviction%20Procedures.pdf>

**Landlord Form – 30-day eviction notice:**

<http://www.bereamunicipalcourt.org/documents/30%20day%20notice.pdf>

**Landlord Form – Eviction Form:**

<http://www.bereamunicipalcourt.org/documents/Eviction%20complaint.pdf>

## GENERAL INFORMATION ABOUT LANDLORD-TENANT LAW

**Tenant’s Rights – Legal Aid:**

[https://laslev.org/get-help/housing/tenants-  
rights/#:~:text=Do%20you%20have%20questions%20about,call%20440%2D210%2D4533.](https://laslev.org/get-help/housing/tenants-rights/#:~:text=Do%20you%20have%20questions%20about,call%20440%2D210%2D4533.)

**Terminating Your Lease:**

[https://www.ohiobar.org/public-resources/commonly-asked-law-questions-results/housing-and-real-estate/tenants-can-  
terminate-lease-agreements-in-certain-circumstances/](https://www.ohiobar.org/public-resources/commonly-asked-law-questions-results/housing-and-real-estate/tenants-can-terminate-lease-agreements-in-certain-circumstances/)

**Security Deposits:**

[https://www.ohiobar.org/public-resources/commonly-asked-law-questions-results/housing-and-real-estate/ohio-law-gives-  
tenants-security-deposit-rights/](https://www.ohiobar.org/public-resources/commonly-asked-law-questions-results/housing-and-real-estate/ohio-law-gives-tenants-security-deposit-rights/)

**Housing and Urban Development – Tenant’s Rights:**

<https://www.hud.gov/states/ohio/renting/tenantrights>

## CITY CONTACTS

**Berea Police Department**

Non-Emergency: (440) 234-1234 (440) 826-5870  
Address: 17 Berea Commons

**Berea Fire Department**

Non-Emergency: (440) 826-5880  
firedepartment@cityofberea.org  
Address: 2 Prospect Street

**Administration**

Mayor	Cyril Kleem	ckleem@cityofberea.org
Director of Public Service	Anthonio Armagno	aarmagno@cityofberea.org
Director of Law/Public Safety	Barbara Jones	bjones@cityofberea.org
Director of Finance	Andrea Morris	amorris@cityofberea.org
Director of Recreation	Marty Compton	mcompton@cityofberea.org
Police Chief	Dan Clark	dclark@bereapolice.org
Fire Chief	Terry Ledwell	tedwell@cityofberea.org

These City of Berea Departments are likely able to address your questions or concerns.

(The best way to reach most City Officials is through email.)

Police Community Engagement	(440) 234-6065	<a href="mailto:akrouse@bereapolice.org">akrouse@bereapolice.org</a>
Building Department	(440) 826-5812	<a href="mailto:mmcourt@cityofberea.org">mmcourt@cityofberea.org</a>
Service Department	(440) 826-5816	<a href="mailto:servicedept@cityofberea.org">servicedept@cityofberea.org</a>
Recreation Department	(440) 826-5890	<a href="mailto:mcompton@cityofberea.org">mcompton@cityofberea.org</a>
Exterior Maintenance	(440) 973-4740	<a href="mailto:wfuentes@cityofberea.org">wfuentes@cityofberea.org</a>
Community Outreach	(440) 826-4891	<a href="mailto:nguzzo@cityofberea.org">nguzzo@cityofberea.org</a>
Berea Municipal Court	(440) 826-5827	(Traffic and criminal cases)
Berea Municipal Court	(440) 826-5864	(Civil cases, including evictions)

### WHO IS MY CITY COUNCIL REPRESENTATIVE?

Find your Ward: <http://www.cityofberea.org/DocumentCenter/View/2992/Ward-Map-2022>

Clerk of Council	Alycia Esson	(440) 826-5822	<a href="mailto:avale@cityofberea.org">avale@cityofberea.org</a>
Council At-Large	Gene Zacharyasz		<a href="mailto:gene4berea@aol.com">gene4berea@aol.com</a>
Council At-Large	Mary Brown		<a href="mailto:marykbrownberea@gmail.com">marykbrownberea@gmail.com</a>
Ward 1	Leon Dozier		<a href="mailto:ldozier@cityofberea.org">ldozier@cityofberea.org</a>
Ward 2	Chris McManis		<a href="mailto:cmcmanis@cityofberea.org">cmcmanis@cityofberea.org</a>
Ward 3	Lisa Weaver		<a href="mailto:weaverward3@icloud.com">weaverward3@icloud.com</a>
Ward 4	Erika Coble		<a href="mailto:ecoble@cityofberea.org">ecoble@cityofberea.org</a>
Ward 5	Rick Skoczen		<a href="mailto:rskoczen@cityofberea.org">rskoczen@cityofberea.org</a>