

WELCOME!

Otterbein University's Student Affairs Office is pleased to provide this informative guide to assist students transitioning to off-campus living. A unique set of experiences await students off campus and this guide provides basic information in areas such as apartment searching, leases, tenant-landlord responsibilities and arranging utilities. This guide is designed to provide basic information and resources. While thorough, it does not cover all information for all circumstances. A variety of phone numbers and websites are included in the guide where students may gain additional information.

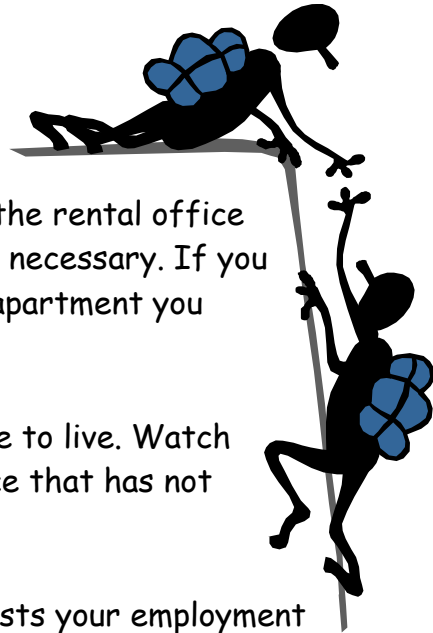


THE SEARCH BEGINS

- ♦ **Newspapers** - Starting with a newspaper may get your housing search headed in the right direction. *The Columbus Dispatch* divides its apartment listings by areas of the city and prints abbreviated apartment features, (see pg. 8), as well as phone numbers. Also, check suburban newspapers, such as *Westerville's Public Opinion*. Most apartment listings can be found in the classified section or the home section of these publications.
- ♦ **Rental Guides** - Most of these guides are distributed to area grocery and drug stores monthly and are free of charge. Apartments are, again, listed by area of the city. Not only do they provide maps and photos of the rentals, but they also list the features of the apartments and the complex, rental prices, and needed phone numbers.
- ♦ **Apartments Locators** - Locator services provide you, the client, with a list of apartments that will fill your needs. Included in this list are costs, amenities, and phone numbers needed to contact the desired apartment complexes. Some of these services are free, and locators are listed in the Yellow Pages.
- ♦ **Apartment Websites** - Two national websites listing apartments online are *apartments.com* and *rent.com*. These provide at-a-glance information about a variety of apartments.
- ♦ **Word of Mouth** - Some of the best information is through word of mouth, especially looking for lower cost, privately owned apartments, which often do not pay to be listed in apartment guides.

HELPFUL HINTS FOR YOU!

- ☞ Use all of your resources when inquiring about available apartments. Look in newspapers. Use agencies and free guides as well.
- ☞ Before touring any potential apartments, call the rental office to verify hours and whether appointments are necessary. If you have to set up an appointment ask to see the apartment you want or a similar model.
- ☞ Visit the neighborhoods in which you would like to live. Watch out for "For Rent" signs. You may notice a place that has not yet been advertised.
- ☞ Have a basic information sheet ready, which lists your employment or income sources, credit references and landlord references, if applicable (see p. 3). Be prepared to show proof you are capable of paying the rent.
- ☞ Be sure that you have some form of picture I.D. ready when you visit an apartment. For the safety of their personnel, many complexes make this a requirement before you are permitted to tour any of their models.
- ☞ You may want to take your checkbook. If you find a place you really want, put down a deposit and show how serious you are about renting.
- ☞ Talk to your parents/guardians ahead of time. Often apartments have minimum monthly income requirements that students often do not have. Often your parents/guardians will have to co-sign (or guarantee) your lease.
- ☞ Take some type of checklist (see p. 7), which includes all the features you would like to have in your apartment (i.e. air conditioning, ceiling fans, etc). This information may make your final rental decision much easier in the long run.



PERSONAL INFORMATION SHEET

Name: _____

Campus Address: _____

Campus Phone Number: _____

Permanent Address: _____

Permanent Phone Number: _____

Current Employer: _____

Monthly Income: _____

Additional Sources of Income: _____

Total Monthly Income: _____

Credit References (if any): _____

Landlord References (if any): _____

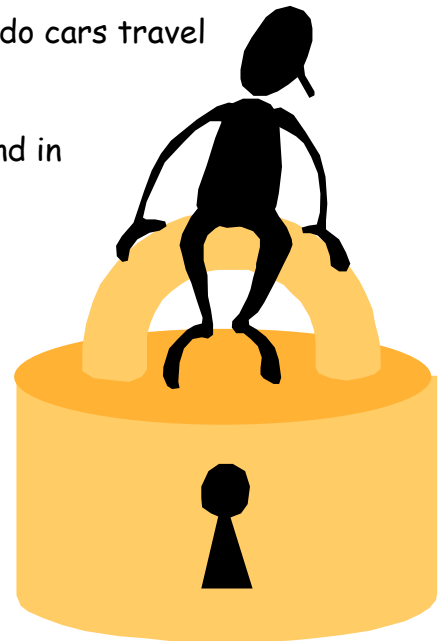
Signature

Date

APARTMENT SAFETY

When looking for a place to live, you should check for the following conditions:

- ☞ Are the locks on the doors and windows in good working condition? Are they strong enough to prevent break-ins?
- ☞ Are the doors secured with a dead bolt?
- ☞ Is there a peephole on the door?
- ☞ Are the doors and windows solidly constructed and in good repair?
- ☞ Is the complex and surrounding area fully illuminated at night?
- ☞ How close is the unit to high traffic areas? How do cars travel through the complex?
- ☞ Are the alleys surrounding the residence clean and in good repair; is there enough lighting?
- ☞ Is there a security system?
- ☞ Are there steel bars to protect first and ground floor windows? If so, can you open them from the inside in case of fire?
- ☞ Are the entry doors exposed to the outdoors? Is there a security door?
- ☞ Does the parking lot look safe? Is there broken glass scattered throughout the lot (possibly from cars)? Is there enough lighting around the lot?
- ☞ Are there working smoke detectors?
- ☞ Are there adequate emergency routes out of the unit in case of fire?
- ☞ Are there safer places to go in case of a tornado?
- ☞ What is the area crime rate? Just spend some time in the parking areas observing the residents, do you feel comfortable?



ROOMMATE COMPATIBILITY

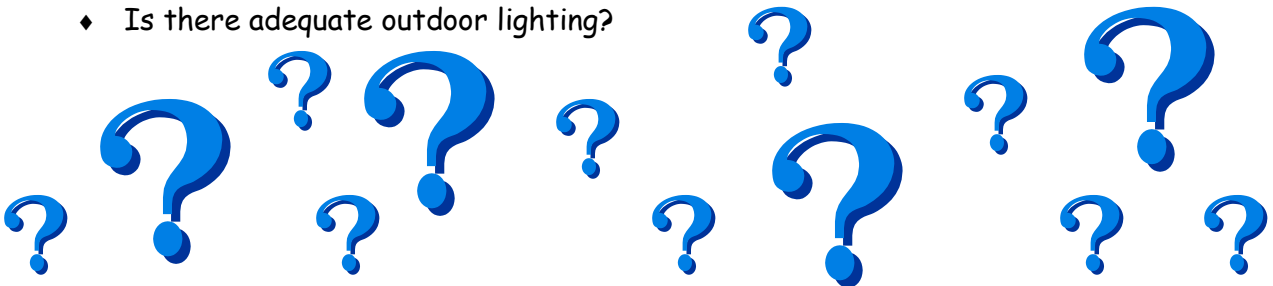
If you choose to share your apartment, working out the major and minor details of your and your roommate's living arrangements may eliminate some potential roommate conflicts. Before signing your lease, you and your potential roommate(s) should plan on spending several hours deciding:

- What kind of residence would you like to rent? (house, apartment)
- Do you want to share a bedroom?
- How do your study habits compare?
- Will you study on campus or in the apartment?
- Do you need extreme quiet while studying?
- What time of day do you prefer to study?
- Do you mind living with a smoker? What about someone who drinks?
- How do you feel about overnight guests?
- What about parties or gatherings in the apartment?
- How do you feel about sharing your personal belongings, i.e. stereo, television, etc.?
- How will you handle groceries: shop together and split the tab or buy for oneself and not share?
- How will the rent be shared?
- Will the rent be split every month, or will you take turns paying the full amount?
- How are you and your roommate(s) going to share the payment of utilities? What type of utilities will you set up (basic vs. premium cable; extra phone services such as voicemail, call waiting, caller ID)?
- Are you going to share the food, or will each of you pay for your own?
- How are you going to divide the chores? (For example, is one person always going to be in charge of the dishes or are you going to do your own? The same should hold true for other duties.)
- Is your roommate going to be doing an internship? (If so, how will you split rent and utility costs while he/she does not live in the apartment?)



QUESTIONS EVERY TENANT SHOULD ASK . . .

- ◆ When is the rent due? On what date will the rent be considered late? How much is the fee for late payment? Can you drop it off to the rental office/manager or do you have to mail it in?
- ◆ Will the rental agreement be month-to-month, or will I have to sign a long-term lease? What is the length of the lease?
- ◆ After reserving the apartment or signing the lease, may I change my mind about the rental without penalty, if the landlord is notified within a certain period of time?
- ◆ How much is the security deposit? Under what conditions is it **NOT** refundable at the end of my lease?
- ◆ Which utilities (gas, electric, water, sewage, trash, etc.), if any, are included in rent? Does the landlord bill you for these or do you pay directly?
- ◆ Does the apartment come furnished?
- ◆ Do you allow pets? If so, what kind? What size? Is there an additional fee? Is it refundable?
- ◆ Are there laundry facilities available? How far from specific apartments?
- ◆ Does someone live in the complex that can respond to maintenance emergencies? If not, to whom do you report maintenance problems?
- ◆ Is snow removal provided in the winter?
- ◆ Can I sublease my apartment?
- ◆ If the complex does not provide parking, where can I get a parking permit, and how much will it cost? [If the rental agent does not know about parking permits, call City Hall. This can prevent you from receiving a parking ticket.]
- ◆ How many residents of the complex rent for more than one year?
- ◆ How many thefts or incidents of crime have occurred in the complex?
- ◆ Are there problems with bugs?
- ◆ Is lawn care provided?
- ◆ Have the locks been changed since the last tenant moved out?
- ◆ Are all apartments phone and cable ready? If so, how many jacks per apartment?
- ◆ Does the apartment require renter's insurance?
- ◆ Is there adequate outdoor lighting?



APARTMENT FEATURES CHECKLIST

Apartment Location: _____

Price: _____ Security Deposit: _____ # of Bedrooms: _____

Paid Utilities:

Gas: _____ Electric: _____ Water: _____ Sewage: _____ Trash: _____

Appliances:

Washer/Dryer Hook-Up: _____ Laundry Facilities: _____

Garbage Disposal: _____ Dishwasher: _____ Microwave: _____

Stove: gas _____ electric _____ Heat: gas _____ electric _____

Air conditioning: _____

Recreational Facilities:

Swimming Pool: _____ Volleyball Court: _____ Basketball Court: _____

Racquetball Court: _____ Tennis Court: _____ Exercise Room: _____

Parking:

On-street: _____ Garage: _____ Carport: _____ Bike Storage: _____

Maintenance:

On-site Management: _____ 24-Hour Emergency Maintenance _____

Pets:

Size: _____ Type: _____ Additional Fee: _____

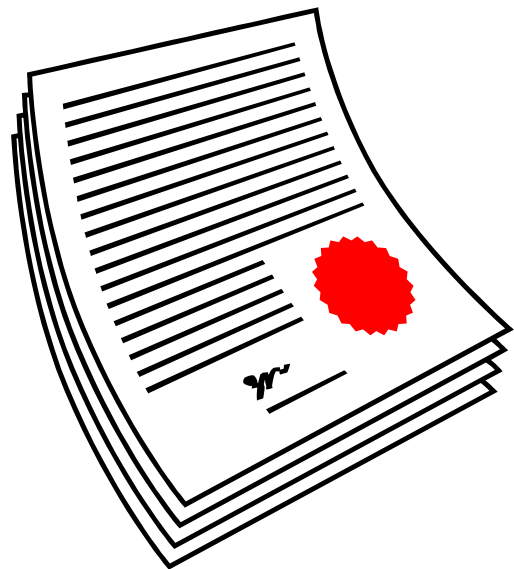
Misc.

ABBREVIATIONS - WHAT DO THEY ALL MEAN?

a/c air conditioning	kit kitchen
aek all electric kitchen	lg, lrg large
air cond air conditioning	lndry laundry
appls appliances	loc location
apt apartment	LR living room
avl, avbl available	lux luxury
ba bathroom	mgr manager
bal, balc balcony	m male
blk, b/k block	mi mile
bldg building	mkt market
br bedroom	mo month
brk brick	mod modern
bsmt basement	negot negotiable
CATV cable television	newly renovt newly renovated
cbl cable	nr near
cln clean	nu new
coed males & females	opt optional
conv convenient	pkg parking
cpts carpets	pnt paint
dec decorated	prof professional
dep deposit	rec ctr recreation center
dr, d/r dining room	rd road
D/W, d/w dishwasher	ref references
downpymt down payment	renov renovated
dntwn downtown	rm room
dwn down	sec security
effcy efficiency	sep separated
elec electric	shr share
elev elevator	sml small
emp employed	sq ft square feet
eves evenings	stv stove
excel excellent	svc service
f female	sys system
flr floor	trans transportation
fr from	twnhs, TH townhouse
frig, fridge refrigerator	utils utilities
frpl fireplace	vu view
furn furnished	w/ with
gar garage	w/d washer/dryer
garb disp garbage disposal	[hkup hookup]
hdwd flr hardwood floor	w/w wall-to-wall
hse house	wknds weekends
immed occpy immediate occupancy	yd yard

LEASES

- A lease or rental contract is legally binding. 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.
- Generally, normal leases may contain the following information:
 - * Description of the property
 - * Length of the lease
 - * Names of both the landlord and the tenant
 - * Due date for rent
 - * Amount of rent and any "late fees" for late payments
 - * Maintenance responsibilities
 - * Notice requirements when terminating a lease
 - * Any rules and regulations
 - * Rights and responsibilities
- If you do not have a lease, ask to get the following information in writing for your own legal protection:
 - * Landlord's name and address
 - * Amount of rent
 - * Where and when rent should be paid
 - * Utilities you must pay
- Although entering an oral agreement with a landlord is not recommended, it is sometimes necessary. If so, try to have a witness present, who is not a relative, who could later testify to the terms of the agreement.
- Always keep a copy of the lease and all other papers or notices you have given to your landlord or vice versa.



LEASE (continued)

- Try to have any clauses, which you believe to be illegal, removed from the lease before you sign. It is much better to delete illegal clauses, before moving into your apartment, as a way to prevent future legal hassles. Watch out for illegal provisions including those which:
 - * Force you to accept the blame or pay your landlord's legal fees if court action is taken against you in a future dispute.
 - * Allow the landlord to keep security deposits or prepaid rent under false pretenses or unproven evidence.
 - * Allow the landlord to take possession of your personal property as reimbursement for unpaid rent.
 - * Involve threats of retaliation (eviction, padlocking doors, etc.) for complaints to the Housing Authority or the organization of, or membership in, a tenant's union, etc.
 - * Force you to pay rent for an apartment destroyed by fire, tornado, or other natural disaster.

MONEY MATTERS

Security Deposit

- ◆ Be prepared to pay up front. Usually at least one month's rent is required as well as a security deposit when signing a lease. Question the amount if it exceeds first and last months rents plus security deposit.
- ◆ A landlord may only keep the portion of the deposit, which is necessary to cover unpaid rent, cleaning, and repairs. These deductions must be submitted to you in **WRITTEN, ITEMIZED** form.
- ◆ You can protect your security deposit by doing an apartment inspection, with your landlord and a witness, itemizing all damage or defects on an apartment inventory form (see p. 13). Pictures should be taken of all defects. Repeat this process when you move out, and be sure to leave the apartment in the same condition you originally found it. This process will prevent you from having to pay for a previous tenant's damage.
- ◆ Either your security deposit or a written statement listing uses for unreturned money must be forwarded to your new address within 30 days after your lease has expired. When you return your keys to the landlord, leave this new address in writing and keep a copy for your records.

MONEY MATTERS

Rent

- ◆ Your rent cannot be changed until the end of your lease. If you do not have a lease, your landlord has the right to increase your rent by any amount, as long as he or she notifies you at least 30 days before your next rent payment is due.
- ◆ If you do not get a receipt every time you pay your rent, keep all of your cancelled checks or money order receipts for your records.
- ◆ If you move before your lease has ended, you are responsible for the rent payments due until your lease has officially ended, unless:
 - Someone agrees to sublet your apartment and pays the rent on time. (If he or she does not pay the rent, the landlord may hold you financially responsible for missed payment.)
 - The landlord has corrected problems within 30 days of receiving a written list of violations.
 - An agreement, put in writing, is made between you and the landlord.

Withholding Rent

Before withholding your rent, make sure you follow this procedure.

Otherwise, your landlord may ask you to leave:

- ◆ Be sure you are current with your rent payments.
- ◆ Give your landlord written notice of any ignored obligations or violations that **significantly** affect your health or safety. Send this notice by certified mail, return receipt requested, or give it to him or her in person with a witness present.
- ◆ If the problem is not corrected within 30 days, you can then pay your rent to the Clerk of the Municipal Court on or before the day it is normally due. This can continue until the landlord corrects all violations.

REPAIRS

A landlord must make a place habitable before it is rented out. Your apartment must meet the following minimum conditions:

- ◆ No leaks when it rains
- ◆ No broken doors, entrance locks, or windows
- ◆ Plumbing works with hot and cold water
- ◆ Working sewer or septic tank connection
- ◆ Heater working and safe
- ◆ Floors and stairway in good condition
- ◆ Place clean and without garbage, roaches, or rodents
- ◆ Adequate garbage bins

If the landlord fails to do the requested repairs within a reasonable amount of time, there are several steps you can take:

1. You can take care of the repairs yourself and deduct the cost from your rent. The cost of repairs cannot exceed one month's rent. Have your landlord sign a written agreement for reimbursement before you make the repairs.
2. You can move out and not be required to complete the duration of your lease. Make sure you document your service requests and allow the landlord 30 days to complete repairs before breaking your lease.
3. You can withhold your rent payment (see above), but it is best to speak with a tenant's counselor first. You can check the Yellow Pages for a tenant's counselor in your area.

APARTMENT INVENTORY

Before signing your lease, it is recommended you see the actual rental unit you will be living in and do an inventory to check for damages which occurred before your occupancy. This form can be used to make notes of these damages and to alert your landlord of needed repairs.

Both you and your landlord should keep a copy of this form.

KITCHEN:

Stove _____

Refrigerator _____

Shades _____

Walls _____

Floor _____

Sink _____

Faucets _____

Cabinets _____

Lights _____

Misc. _____

LIVING ROOM:

Walls _____

Lights _____

Floor _____

Windows _____

Ceiling _____

Shades/Curtain Rod _____

Door Bell _____

Misc. _____

BATHROOM:

Walls _____

Lights _____

Sink _____

Commode _____

Floor _____

Ceiling _____

Tub/Shower _____

Faucets _____

Medicine Cabinet _____

Misc. _____

BEDROOM 1:

Door _____

Floor _____

Walls _____

Ceiling _____

Windows _____

Shades/Curtain _____

Lights _____

Misc. _____

BEDROOM 2:

Door _____

Floor _____

Walls _____

Ceiling _____

Windows _____

Shades/Curtain _____

Lights _____

Misc. _____

UTILITY ROOM—BASEMENT:

Furnace _____

Floor Drain _____

Ceiling _____

Lights _____

Misc. _____

Laundry Tub _____

Walls _____

Floor _____

Hot Water Tank _____

COMMENTS:

Tenant Signature

Landlord

Date

WHAT TO DO WHEN YOU MOVE IN

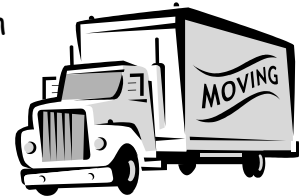
There are many things you should do when you first move in to your apartment or house. Document all aspects of the place in need of repair. Is the refrigerator working, are the windows and doors in good repair, is it clean? Have a witness use a camera and/or a video camera. Complete the "Apartment Inventory" with your landlord. It is important you can prove the pictures or video you took are dated accurately. Holding up the daily newspaper in your picture is one way to do this. It is not absolute proof, but it is better than nothing. Take these same precautions when you move out in order to avoid extra repair charges. Sample checklists are available in this packet under "Apartment Inventory."

You should call all the utilities at least a week before you move in. If you do not, you may be without phone or electric service for a couple of days. Plan ahead! Be ready to contact the gas, electric, water, phone, and cable companies.

Here is a listing of some of the major utility services in Columbus:

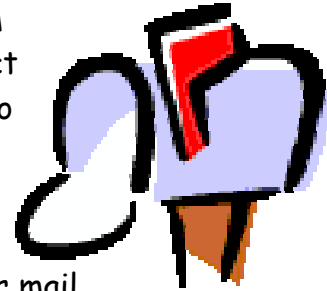
☞ Columbia Gas (begin service)	1-800-344-4077
☞ SBC Ameritech (local phone carrier)	1-800-660-1000
☞ Columbus Southern Power	1-800-277-2177
☞ City of Columbus Water Division	614-645-8270
☞ Time Warner Telecom Cable	614-255-5695
For Westerville Utilities Billing	614-901-6430
For Worthington Public Utilities	614-372-8680

While your landlord or property manager is in the unit for the initial condition check, have him/her show you: The location of the fuse or breaker box and where the water shuts off. (In an emergency, such as a broken pipe, you need to know this.) Introduce yourself to your neighbors. Having friendly relationships with your neighbors will increase your enjoyment and safety during your stay. Put your name (and your roommates, if any) on the mailbox. If your name is not on the mailbox, you might not receive all your mail. You may wish to only put your last name on to protect your privacy.



WHAT TO DO WHEN YOU MOVE OUT

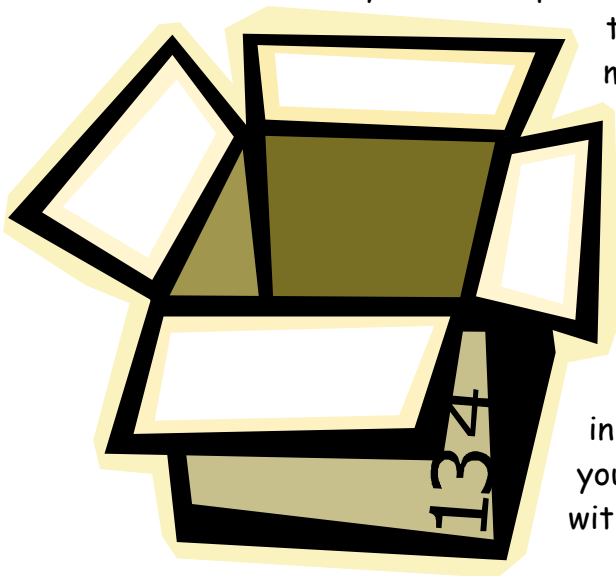
When you move out, you should complete the "Apartment Inventory" again; make a thorough condition check as in the move-in procedures. When you move out, clean the oven, refrigerator, and bathroom thoroughly. If you do not do this, the landlord may deduct money from your security deposit. In general, you want to leave the dwelling in a condition that someone new could comfortably move into.



Remove your name from the mailbox, and have your mail held at the post office until you/they receive your new address. The post office will forward all your mail when they receive your new address on a change of address form. Contact all the utility companies to terminate their service. Make arrangements to have your landlord examine the apartment to get approval before you move out. You may save money from your security deposit if minor problems are found that you can repair yourself. Return your keys to the landlord.

Give the landlord your forwarding address so your security deposit can be returned to you. The deposit is used to cover any damages caused by

the tenant and to keep if the tenant moves out before the end of the lease term. To get your deposit back when you move out, the premises should be in as good, or better, condition as when you moved in. You are not responsible for ordinary wear and tear on the facility. If the landlord deducts any amount, it must be itemized in writing by the landlord and delivered to you with the balance due to the tenant within 30 days after the tenant has moved.



PERSONAL SAFETY

Your best defense against crime is, undoubtedly, prevention. The following suggestions can make your apartment a safer environment to live in.

- ☞ Keep ground windows closed and locked and leave at least one inside and outside light on when you leave. If possible, use timers to control the time your lights turn on and off when you are out.
- ☞ If you have a deadbolt, auxiliary or mortise locks, make use of them both when you are at home and when you are away.
- ☞ Consider having an unlisted telephone number, especially if you live alone. If your number is listed in the telephone directory, use only your first initial instead of your full name.
- ☞ Do not give out personal information, such as your name and address, over the telephone to an unidentified caller. If you continue to receive suspicious or harassing calls, notify the police or the phone company.
- ☞ If you have an answering machine, leave your name out of the greeting. Instead, use your phone number as means of identification. Also, if you live alone, use "we" instead of "I" in your greeting so callers do not know you live alone.
- ☞ If your apartment door does not have a peephole, request one be installed so you can identify visitors.
- ☞ Ask for company ID from any repair or delivery people. If you are suspicious or the person arrives unexpectedly, call the company for verification, while the person waits outside. Never allow a repairperson into your apartment without seeing their ID.
- ☞ Make an effort to get to know your neighbors. If you notice anything suspicious, alert your neighbors. In an emergency, allow them to use your phone in hopes they will return the favor.
- ☞ If you think an intruder is in your apartment, DO NOT go inside. Instead, call the police from a nearby phone.
- ☞ Have someone check your place when you are out of town, and have the post office hold your mail while you are gone. If you subscribe to newspapers, have those held as well.
- ☞ Purchase property insurance; it is inexpensive and may save you thousands of dollars if an accident or burglary does happen. You will often be able to find a plan for \$100-\$200 a year.
- ☞ NEVER leave your keys outside under a doormat or in a place accessible to a stranger. If you lose your keys, work with the landlord to replace your locks, not just your keys, immediately.

COMMUTER SAFETY AT OTTERBEIN

O.C. Security Services

M.A.P.S.: Motorist Assistance Program Service for vehicle lockouts and jump-starts is a free service provided for all Otterbein students. Mechanical work will not be performed but assistance by the Security Department will be provided in helping you contact necessary service personnel.

Student Escort: Whenever you feel uncomfortable about walking across campus alone at night, feel free to call extension 1222 for a student escort. Security offers a student escort service Monday thru Thursday until 1 a.m. and Friday thru Sunday until 2 a.m. If you need an escort after these hours, a security officer can assist you.

Operation ID: Engravers are available in the Security Office to place identification numbers on your personal belongings. The last four digits of your social security number is an easy set of numbers to use.

Emergency Phones: Located in several areas on campus, the yellow security phones assist you in contacting security when there is an emergency. By pressing a button, you are directly connected with a campus security officer. For locations, see the map on page 26.

Campus Safety Tips:

- ♦ Keep car windows up and locked when you park your car.
- ♦ Be sure to park in a well-lit area. Upon returning to it, check the back seat as well as the area around your car for anyone who may be hiding.
- ♦ Keep valuables out of sight in your car. Store them in an out of the way place, like your trunk, so you will not tempt a thief.
- ♦ Never leave books, clothing, or other personal items in public areas.
- ♦ Always chain your bike to a bike rack. Avoid chaining to railings.
- ♦ Try to walk around campus with a group of people. If you need to walk alone, walk with confidence and stay alert. Avoid deserted areas.
- ♦ If you see anything unusual or suspect you are being followed, call Security at extension 1222.

RENTER'S RIGHTS & FAIR HOUSING

You, as a tenant, have the right to privacy. Your landlord may enter your apartment only in the following situations:

- ☞ In an emergency, such as a fire
- ☞ To make necessary repairs (with at least 24-hour notice)
- ☞ When you have already vacated the property

The Ohio Revised Code is available for reference at the online website: <http://www.legislature.state.oh.us/laws.cfm> and is a resource to all Ohio residents. The Ohio Revised Code section 4112.02 (H) states a landlord cannot refuse to rent to someone based on race, color, religion, sex, familial status, ancestry, handicap, or national origin. Watch for the following situations. They could be clues to an effort to deny you housing:

- ☞ 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 complex 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 suspect discriminatory behavior by your landlord, call the Columbus Urban League-Housing at 614-372-2300 to file a complaint.

Tenants have the right to form a tenant's union. There is strength in numbers. If all members band together and notify the landlord of problems within the buildings or collectively decide to withhold rent, the landlord may make repairs in a more timely and efficient manner.

If a tenant feels a building, housing or health department code is being violated, he or she has the right to notify the proper authorities and request an inspection of his or her apartment. (See p. 25 for phone numbers.)

THE EVICTION PROCESS

If you have a lease, you can live in the same apartment until the lease expires, unless you have broken the terms of the lease or one of the following tenant's obligations. As a tenant, you must:

- ☞ Maintain a safe and sanitary environment in your apartment
- ☞ Throw away trash and garbage in a sanitary manner
- ☞ Take good care of all appliances the landlord has provided
- ☞ Clean all electrical and plumbing fixtures and use them properly
- ☞ Not damage the property or allow your guests to do so
- ☞ Not cause disturbances
- ☞ Allow the landlord to enter your apartment if he or she has just cause and has given you at least 24-hours notice

If you are responsible for one of the tenant violations, the landlord can give you a 30-day notice asking you to take care of the problem. If you do not correct the violations, the landlord may give you a "Notice to Leave the Premises," which gives you 3 days to move out. If you choose not to, the eviction process may begin.

If you agree with the reasoning the landlord has given for the eviction, it is best to find a new apartment. If you disagree, contact a lawyer or social service agency (see p. 25) for advice about handling your case.

If your case goes to court and your landlord wins, you will have to move out within 8–10 days. If you refuse, your landlord does not have the legal right to enter your home and remove you and your possessions, but a court bailiff can move both you and your possessions into the street.

If you are behind in paying your rent, talk to your landlord and offer to pay the amount past due. He or she may agree to let you stay upon receiving back payments. If an agreement is made, however, get it in writing. If not, the landlord can take the past due rent and still evict you.

TENANT LETTERS

The following are sample letters, courtesy of the Columbus Urban League, which may be used to correspond with your landlord for a variety of circumstances. Remember to keep copies of all notices sent to your landlord throughout the term of your lease.

I. PROTESTING ILLEGAL ENTRY

(Landlord's Name and Address)

Dear _____:

I would like to clarify the requirements for notice before entering my apartment. According to 5231.04 of the Ohio Revised Code, you as landlord must give me as tenant reasonable notice of your intent to enter, and may do so only at reasonable times. Twenty-four-hour notice is presumed to be reasonable notice. The law provides if the landlord makes an entry in violation of this provision, the tenant may recover actual damages and obtain injunctive relief, together with attorney's fees.

I will be pleased to arrange with you or any of your staff times for entry into my unit. Please feel free to contact me to set up such an appointment. I hope you will abide by this request and we can establish a more effective working relationship.

Sincerely,

(Tenant)

(Address & Phone)

Ed. Note: This letter can be used by a tenant to notify a landlord who has made an illegal entry upon the leased premises that such entry is not acceptable, and the tenant feels the landlord is abusing the right of access conferred by the statute.

II. ABOUT CONDITIONS ON THE PREMISES NEEDING REPAIR:

(Landlord's Name and Address)

Dear _____:

The following conditions presently exist in my apartment and common areas: (here list all conditions which need to be remedied).

The above conditions have rendered my apartment in violation of various local codes. Your failure to maintain the premises in a decent, safe, and sanitary condition means you are in violation of your obligations under Section 5321.07 (A) of the Ohio Revised Code.

This letter is being sent to you in accordance with RC 5321.07 (A) and will serve to notify you I expect the aforesaid conditions to be remedied by (date). Your failure to remedy the aforesaid conditions will cause me to pursue appropriate legal remedies, which may include damages and reasonable attorney's fees.

Sincerely,

(Tenant)

(Address & Phone)

Ed. Note: RC 5321.07 (B) suggests a landlord who receives written notice to remedy conditions should be given a reasonable time to do so, or thirty days, whichever is less.

III. PROTESTING NONACCEPTANCE OF RENT:

(Landlord's Name and Address)

Dear _____:

I recently tried to pay my rent. It was offered on time but was refused by you. You have asked me to leave the premises right away.

Under the Ohio Landlord-Tenant Law [RC 5321.17 (B)] you are required to give a tenant a thirty (30) day notice to terminate a month-to-month tenancy.

I am enclosing my rent again. If you do not accept it, I will have to deposit it with the Clerk of Courts as proof of my willingness to pay rent. If it is deposited, I will be pleased to release the money to you upon your request and pursuant to RC 5321.07.

I hope this clarifies the requirements of the law. I thank you for your time and attention.

Sincerely,

(Tenant)

(Address & Phone)

Ed. Note: A tenant may use this letter when a landlord has refused to accept a rental payment. The landlord may be trying to create a situation where he will be able to evict the tenant for nonpayment of rent. The landlord may not do this.

IV. PROTESTING RETALIATION:

(Landlord's Name and Address)

Dear _____:

The Ohio Landlord—Tenant Law provides that a landlord may not increase rent, decrease service, threaten to bring an eviction or evict a tenant because the tenant has complained to the landlord about the conditions in the rental unit, complained to an appropriate government agency about a code violation or joined with other tenants for the purpose of negotiating or dealing collectively with the landlord.

Since I have recently engaged in protected activity, I believe your action to (here describe allegedly retaliatory activity) is retaliatory. I hope this letter will end the matter. However, I want you to know I will take whatever action is necessary to defend my rights. The law provides for actual damages together with attorney's fees if there is a violation of the above section of the law.

Thank you for your attention to this matter.

Sincerely,

(Tenant)

(Address & Phone)

IMPORTANT PHONE NUMBERS



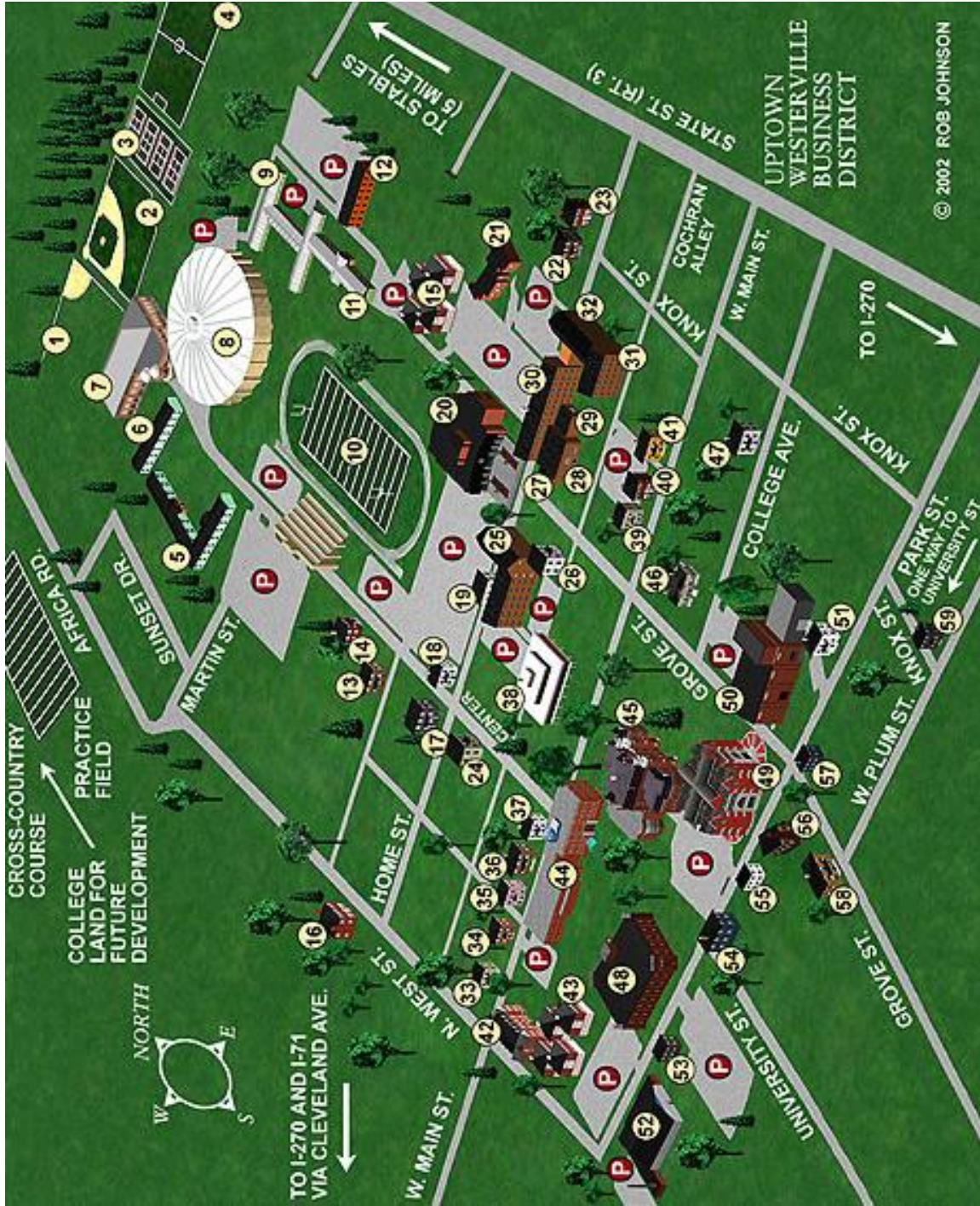
ON-CAMPUS NUMBERS

Address Change (for college directory)	823-1250
Bookstore	823-1364
Business Office	823-1150
Campus Center	823-3202
Health Center	823-1345
Library	823-1215
Security	823-1222
Student Mail Center	823-1882

OFF-CAMPUS NUMBERS

Ameritech	1-800-660-1000
City of Columbus: Building Inspector	645-8235
City of Columbus: Water Division	645-8270
City of Columbus: Recycling	645-8774
City of Columbus: Sewer	645-8164
CoAxial Communications	236-1200
Columbia Gas	1-800-344-4077
Columbus Bar Association	221-0754
Columbus Directory Assistance	411
Columbus Emergency-Fire, Police, & Paramedics	911
Columbus Southern Power	1-800-277-2177
Columbus Urban League - Housing	372-2300
Franklin County Health Department	462-3160
Legal Aid Society	224-8374
Time Warner Telecom Cable	255-5695
Westerville Fire Department	901-6600
Westerville Police Department	882-7444
Westerville Utility Billing	901-6430
Worthington Public Utilities	372-8680

CAMPUS MAP



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