



Lease Enforcement

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AGENDA

1. Setting the Foundation - Lease Provisions
2. Creating a Presence - Lease Enforcement
3. Eviction & Required Notices
4. Reasonable Accommodations
5. Most Common Mistakes





Pre-Lease

Setting the Foundation

1. Rental Applications:

- Should **always** be used
- Standard process to properly document all applications, ensuring equal treatment for all
- Include **all** family members
- Collect information for all adult family members
- Fair Housing Considerations

2. Background Checks:

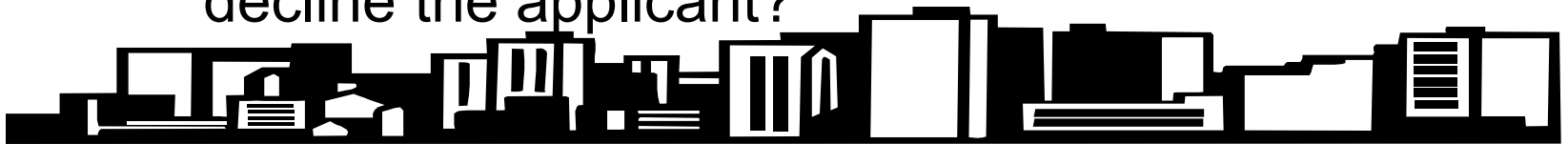
- Present or last landlord
- Home Visit
- Personal references
- Credit Reporting services
- Court records review
- Photographic ID
- SSN and DOB
- Copy of personal check





Application Fees & The Attorney General

- Application fees *are* allowed, but they must be justifiable
- Attorney General *will* review complaints- be prepared to answer the following:
 - Do you have unit(s) available?
 - Are you serious about the applicant?
 - Can you explain why you charged the fee if you decline the applicant?





Lease Enforcement:

Starting the Partnership Off Strong

- Utilize detailed Move-In checklist.
- Document condition of all rooms with photographs (or video) and written checklist.
- Both parties should sign and receive a copy of the checklist.
- 90-Day inspection?





Lease Enforcement:

Creating a Presence

The lease creates your presence.

- CMHA recommends use of the HCV Model Lease Agreement.
- The Lease should include all agreements made regarding the tenancy.
- Review important provisions with your tenant at signing.





What Can Tenants Add?

ADDITIONAL APPLIANCES

Tenant shall not install any additional major appliances, such as an air conditioner, washer, dryer, freezer, additional refrigerator or other similar electrical appliances without written consent from Owner/Agent.

PERMITTED	NOT PERMITTED
<input type="checkbox"/> _____ is equipped with a washer and dryer hook-up, therefore, the installation of a washer and dryer is acceptable.	<input type="checkbox"/> _____ is not equipped with a washer and dryer hook-up, therefore, the installation and/or storage of a washer and dryer is not permitted.

PROPERTY OWNER.AGENT:

TENANT:

Signature

Signature

Date

Date

Signature





Charges for Trash & Yard Violations

IF YOU OR YOUR GUESTS	YOU WILL BE CHARGED
DO NOT keep your assigned inside area clean (including hallway, landing and stairs).	\$15 minimum
DO NOT keep your front yard clean.	\$15 minimum
DO NOT keep your side yard clean.	\$15 minimum
DO NOT keep your rear yard clean.	\$15 minimum
DO NOT place trash in approved dumpsters or trash containers	\$15 minimum
DO NOT maintain all trash containers, including lids, in good condition.	Disposal and replacement cost
DO NOT place your trash container at the curb after 6:00 p.m. on the day before trash pickup but before 6:00 a.m. on the day of trash pick-up. The trash pick up day may occasionally change due to a holiday.	\$20 minimum
DO NOT remove your trash containers from the curb by 12:00 midnight on trash pick-up day.	\$20 minimum

Sample





DO NOT keep your grass mowed below 6 inches. DO NOT keep bushes trimmed.	\$50 minimum
Destroy bushes, plants or trees.	Actual cost to trim and/or replace
Destroy grass (turf) areas in your yard.	Actual cost to trim and/or replace
DO NOT keep items out of common hallways.	\$3 per square foot
DO NOT keep unauthorized items out of your yard.	\$25 minimum
DO NOT promptly remove vehicles from the property that are not road-worthy.	\$25 minimum
	\$35 minimum plus towing and impoundment charges





DO NOT keep walls, floors, ceilings and doors free of graffiti.	\$25 minimum
DO NOT properly install window air conditioner.	\$25 minimum to remove
DO NOT properly install satellite TV dish, which may not be installed on the roof.	\$25 minimum to remove
DO NOT keep your entrance door and screen door clean.	\$10 minimum for each door
DO NOT keep your window shades and blinds in good condition.	\$3 per foot in width plus cost of brackets
DO NOT keep screens in good condition.	\$18 per window screen minimum/ \$36 per door screen minimum
Break windows or door glass	\$28/window minimum
Throw trash or other objects out of windows, dump grease or charcoal in the yard, run washer hoses, dryer hoses or garden hoses out the window, etc.	\$20 minimum charge plus \$3 per sq. ft. for turf restoration
DO NOT keep swimming pools off of the grass and properly store after use inside your unit.	\$25 minimum charge plus \$3 per sq. ft. for turf restoration





Maintenance Charge Schedule

- AC Service
- Move-Out Charges
- Non-Emergency
- Refusing Scheduled Services
- Towing Charge
- Plumbing Services & Equipment
- Electrical Services & Equipment
- Stove/Oven Parts
- Refrigerator
- Screens & Blinds





Miscellaneous

ANY OTHER DAMAGE CAUSED BY A RESIDENT OR THEIR GUEST THAT IS NOT REFLECTED ON THIS MAINTENANCE CHARGE SCHEDULE WILL BE BILLED AT THE ACTUAL COST FOR THE TIME AND MATERIALS REQUIRED TO MAKE THE REPAIR.





NO SIDE DEALS

- Landlord pays tenant at move-out for good condition, key return, etc.
- Tenant pays Landlord amount in addition to CMHA's designated rent – NOT OK





Lease Enforcement: **Creating a Presence**

Your expectations of the tenant create a presence –

Ignoring behavior may have the effect of allowing the behavior to take its natural course.





Lease Enforcement:

Creating a Presence

Your expectations of the tenant create a presence – modifying inappropriate behavior on the premises.

- Non-payment of rent.
- Interference with the quiet enjoyment of the premise/nuisance behavior.
- Drug or criminal activity.
- Unauthorized boarder.





Lease Enforcement:

Creating a Presence

The physical presence of the owner or agent creates a presence.

- Visit the property often to check curb appeal and any common areas.
- Conduct periodic unit inspections.
- Remedy maintenance issues quickly.





Lease Enforcement: **Deciding When to Evict**

Review the Lease Agreement

Review Tenant History

Witness Availability

Fair Housing Considerations

Notice Requirements

Pay-to-Stay





Pay-to-Stay Rules

On Or Before Eviction Hearing Date:

- Tenant receives rental assistance, or
- Proves application for assistance completed, or
- Pays all back rent, late fees, court costs & reasonable attorney fees
- LL are “made whole” or will be if application is approved
- What if application is denied?
- Odds of getting rent, late fees, court costs & attorney fees???





NOTICES TO EVICT: Landlords With No PBRA

- May serve 3-Day Notice After 1 Day
- After 3 Days: Landlord May File Eviction





Non-Payment Evictions: 30-DAY NOTICE Required of PBRA Owners

. . . public housing program and **owners of project-based rental assistance properties** must provide **no less than 30 days** advanced notification of lease termination due to nonpayment of rent. Further, the rule also requires that within that notification, PHAs and owners must provide information to affected tenants as necessary to support tenants in securing such available funding.





30-DAY LEASE TERMINATION NOTICE & EMERGENCY RENTAL ASSISTANCE NOTICE

- Lease terminated for non-payment of rent 30 days AFTER this Notice
- HUD determined additional time is necessary
- Provided emergency rental assistance information in this 30 Day Notice
- Include resources





Rental Assistance

Emergency Rental Assistance (ERA):

- Hamilton County Job and Family Services (JFS)
hcjfs.org/services/workforcedevelopment/apply-for-cares/
- CALL: (513) 946-7200
- EMAIL: hccc@uwgc.org





Rental Assistance, Including Utilities and Other Assistance

- Community Action Agency (CAA): (513) 569-1840 Option 4
- Talbert House: (513) 338-8596
- Veterans and Families: (513) 381-7233
- GCWW: (513) 591-7700
- St. Vincent de Paul: (513) 562-8841
- Salvation Army:(513) 762-5660





Filing Eviction

- Hamilton County Clerk of Courts office
- Eviction Complaint forms
Hamilton County Courthouse, Room 114
- Eviction Notices Required
- You will be given a court date approximately 18-21 days away.





How Do I File an Eviction

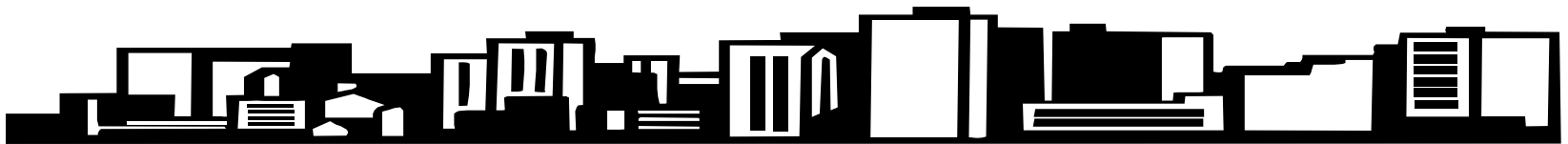
- Hamilton County Help Desk – Room 115
- <https://www.courtclerk.org/forms-filings/municipal-court-forms/>
 - OH Tenant-Landlord Law
 - Consumer Tips
 - Cincinnati Eviction & Trash Collection Policy
 - Notice to Leave Property
 - Complaint for Eviction & Mondy
 - Notice for Execution of Writ





Attorneys & Owners

- Agents/Property Managers: Cannot represent property owners
- Owners may represent themselves
- Attorneys may represent owners
- Agent/Property Managers testify when they serve Notices
- CMHA Attorneys are NOT Landlord or Tenants' Attorneys





Eviction Form:

HAMILTON COUNTY MUNICIPAL COURT, HAMILTON COUNTY, OHIO

YOUR NAME: _____ CASE NO. _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____ PLAINTIFF

VS.

THEIR NAME: _____
ADDRESS: _____ AP# _____
CITY, STATE, ZIP CODE: _____ DEFENDANT

IN ACCORDANCE WITH CIVIL RULE
4.6 (C) OR (D) AND (E), ORDINARY
MAIL WAIVER REQUESTED

FIRST CLAIM

1. Plaintiff(s) states that they are the owner(s) of the premises. The address that the tenant is to be evicted from is: _____ apt.# _____ Cincinnati, Hamilton County, Ohio.
2. Defendant(s) entered said premises as a tenant of the plaintiff, and have either entered into an unlawful and forcible entry and detention, or an unlawful and forcible detention after a peaceable or lawful entry of the described premises.
3. Plaintiff served the defendant with a notice in writing on: _____
4. The date on the notice when the tenants were told to leave was: _____

SECOND CLAIM

1. Plaintiff reiterates and reaffirms all of the allegations in the first claim. The tenant(s) owe rent in the amount of \$ _____ which includes all rent up to and including the current rental period.
2. Plaintiff is entitled to \$ _____ per day (divide 1 month's rent by 30 to get amount) as damages for use and occupancy of the premises until the date of judgment, this being the reasonable value for the use of said premises.

THIRD CLAIM

1. Plaintiff reiterates and reaffirms all of the allegations in both the first and second claims.
2. Plaintiff may be entitled to money for damages beyond "normal wear and tear", in addition to late charges and utilities, in an amount not to exceed \$ _____ (you must make an estimate on this amount).

WHEREFORE, PLAINTIFF DEMANDS:

- (a) Resitution and recovery of said premises.
- (b) Judgment for back rent in the amount of \$ _____ (See line 1 on second claim).
- (c) \$ _____ per day until date of judgment for use and occupancy of said premises (See line 2 on second claim).
- (d) Damages, late charges, and utilities not to exceed \$ _____ (See line 2 on third claim), and costs.

SIGNATURE: _____
NAME (PLEASE PRINT): _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBER: _____

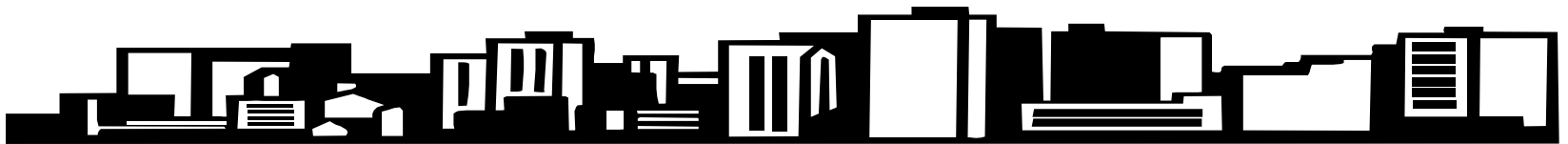




How Much Does It Cost?

The cost to file an eviction is \$112

However, you will need to add the cost for service onto the basic filing - \$155 - \$195





How Long Does it Take to Get a Tenant Out of the Property?

- Typically, tenant has 7 days to either appeal or voluntarily vacate the premises
- Set-out can be arranged *after* the 7 day period expires
- 3-Day or 0-Day Writs: usually reserved for instances of severe vandalism or criminal activity





Arranging the “Set-Out”

- Bailiff’s office: (513) 946-5599.
- Landlord responsible for physical move-out
- Arrange for appropriate trash pick-up or risk fines





Does the Person Who Serves *The Notice to Leave the Premises* Have to Appear in Court?

- **Yes.** If someone other than the owner of the property served *The Notice to Leave the Premises* on the tenant, they must appear in court along with either the owner or the attorney.





What Happens if I File an Eviction and I Don't Show Up?

Your eviction complaint will be dismissed.





Tenant Fails to Appear

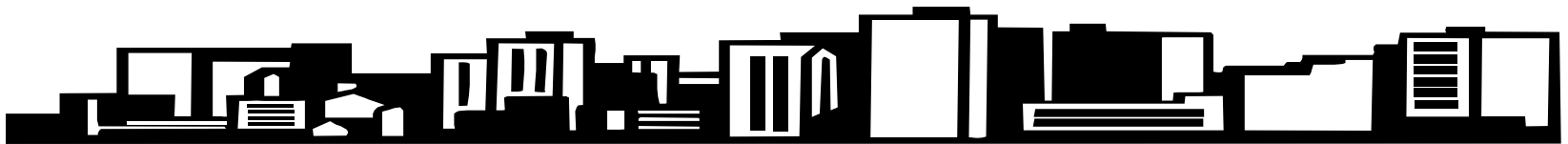
If the plaintiff appears and obtains a writ of restitution, most of the time you will be given 7 days to vacate the premises.





What Can I Do If I File an Eviction, Arrive Late For the Hearing, and the Case Has Been Dismissed?

You can file a motion to set aside the dismissal and to proceed to trial. When you file the motion, you will be given a court date approximately 8 days away.





Rent Escrow: Tenant Pays Rent Amount to Court - O.R.C. 5321

- Tenant serves Landlord with Notice of repairs/conditions that have not been completed
 - Delivery to same place rent is paid
 - Tenant's rent payments must be current
 - Continue timely payments to Clerk until case is over
 - LL of more than 3 units only
- 30 Days Later (or “reasonable amount of time”: if repairs not complete, Tenant pays rent into Court; files Rent Escrow Application
 - No Cost to Tenants
 - Expect HCV Inspections to be used by Tenants





Rent Escrow: Next Steps

- Landlord makes repairs within 30 days (or reasonable amount of time)
- Asks for rent paid into escrow
- If tenant refuses: Landlord files Rent Escrow Complaint
- Cost to Landlord: \$36.00





Reasonable Accommodations

- Structural change that can be made to units or common areas OR
- Modification of a rule, policy, procedure or service that will assist an otherwise eligible resident with a disability to live in their unit or use property
- Respond Promptly to requests
- Don't charge extra fees or deposits for RA





Reasonable Accommodations

- disabilityrightsohio.org/housing-accommodations-modifications-people-disabilities
- Modifications:
 - Center for Independent Living Options (CILO) offers grants and assistance for modifications





Ex. Reasonable Accommodations

- Making alterations to the CMHA unit so that is accessible for use by disabled tenant
- Adding or altering unit features to allow disabled tenant to fully use/enjoy property
- Permitting service animal (not considered “pets” under the law)
 - Lease terms may be amended to allow for animal, but with rules for cleaning up, damage, etc.





Ex. Reasonable Accommodations

- Making large type documents, Braille documents, cassettes or a reader available to tenant with a vision impairment
- Providing documents, notices, etc. by email
- Providing sign language or interpreter
- Permitting an outside agency or individual to assist tenant with a disability to meet lease obligations
- Temporary conditions, e.g., pregnancy, broken limbs, recovery from surgery – Not covered





TOP 10 LEGAL MISTAKES

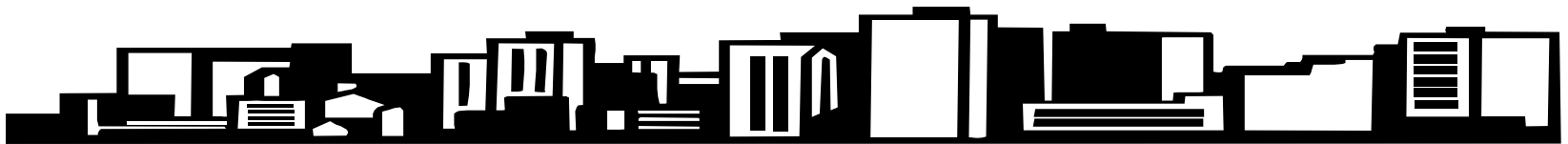
1. Failing to give required legal notices before filing the Complaint for Eviction
2. Accepting rent after service of the Notice to Leave Premises
3. Failing to bring the lawsuit in the proper names of the parties (e.g. LLC, LLP, Inc.)
4. Establishing a pattern of accepting late or partial rent





TOP 10 LEGAL MISTAKES

5. Inadequate tenant screening
6. Waiving HCV-Section 8 program requirements (ex. allowing additional people in units)
7. Inadequate damage documentation – itemize damages, photos, move-in, check-in list
8. Late or no return of security deposit





TOP 10 LEGAL MISTAKES

9. Failing to establish credibility with the court:

- Agents are timely and professionally attired
- Figures and facts are reliable
- Professional demeanor

10. Shutting Off the Utility Services, Changing the Locks or “Self-Help” in Advance of Writ of Eviction





What If I ...???

- What if I have accepted late rent in the past, but want to correct this pattern?
- What if I just want to be done with this tenant?
- What if the tenant fails to pay the water bill?
- What if the tenant can't pay her part of the rent, but is willing to work for me instead?





Questions

(And maybe a few answers)

