

IN THE CLARK COUNTY MUNICIPAL COURT  
SPRINGFIELD, OHIO

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**RENT ESCROW**

ORC 5321.04(A) A landlord who is a party to a rental agreement shall do all of the following:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) 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 him;
- (5) When he is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;
- (6) 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;

ORC 5321.07 Failure of landlord to fulfill obligations - remedies of tenant:

(A) If a landlord fails to fulfill any obligation imposed upon him by section 5321.04 of the Revised Code, other than the obligation specified in division (A)(9) of that section, or any obligation imposed upon him by the rental agreement, if the conditions of the residential premises are such that the tenant reasonably believes that a landlord has failed to fulfill any such obligations, or if a governmental agency has found that the premises are not in compliance with building, housing, health, or safety codes that apply to any condition of the premises that could materially affect the health and safety of an occupant, the tenant may give notice in writing to the landlord, specifying the acts, omissions, or code violations that constitute noncompliance. The notice shall be sent to the person or place where rent is normally paid.

(B) If a landlord receives the notice described in division (A) of this section and after receipt of the notice fails to remedy the condition within a reasonable time considering the severity of the condition and the time necessary to remedy it, or within thirty days, whichever is sooner, and if the tenant is current in rent payments due under the rental agreement, the tenant may do one of the following:

(1) Deposit all rent that is due and thereafter becomes due the landlord with the clerk of the municipal or county court having jurisdiction in the territory in which the residential premises are located;

(2) Apply to the court for an order directing the landlord to remedy the condition. As part of the application, the tenant may deposit rent pursuant to division (B)(1) of this section, may apply for an order reducing the periodic rent due the landlord until the landlord remedies the condition, and may apply for an order to use the rent deposited to remedy the condition. In any order issued pursuant to this division, the court may require the tenant to deposit rent with the clerk of court as provided in division (B)(1) of this section.

(3) Terminate the rental agreement.

(C) This section does not apply to any landlord who is a party to rental agreements that cover three or fewer dwelling units and who provides notice of that fact in a written rental agreement or, in the case of an oral tenancy, delivers written notice of that fact to the tenant at the time of initial occupancy by the tenant.

(D) This section does not apply to a dwelling unit occupied by a student tenant.

# NOTICE OF LANDLORD'S BREACH OF OBLIGATION

(ORC 5321.07(A))

**DATE:** (date notice given to landlord) \_\_\_\_\_

**TO:** (Landlord)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY ST ZIP: \_\_\_\_\_

**FROM:** (Tenant(s))

NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY ST ZIP: \_\_\_\_\_

THIS NOTICE IS TO INFORM YOU, AS THE OWNER/OPERATOR OF THE DWELLING LOCATED AT MY ADDRESS ABOVE, THAT I REASONABLY BELIEVE THAT YOU HAVE BREACHED YOUR OBLIGATION UNDER THE OHIO REVISED CODE 5321.04 AND/OR OUR RENTAL AGREEMENT.

**PLEASE CORRECT THE FOLLOWING CONDITIONS IN MY RENTAL:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

IF THE CONDITIONS SHOWN ABOVE ARE NOT CORRECTED WITHIN A REASONABLE PERIOD OR 30 DAYS WHICHEVER IS SOONER, I MAY DEPOSIT MY RENT WITH THE CLARK COUNTY MUNICIPAL COURT AND CONTINUE TO DO THAT EVERY MONTH UNTIL THE CONDITIONS HAVE BEEN CORRECTED. I MAY ALSO TAKE OTHER ACTIONS PERMITTED BY OHIO LAW.

Signed: \_\_\_\_\_

Tenant(s)



**IN THE CLARK COUNTY MUNICIPAL COURT  
SPRINGFIELD, OHIO**

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**TRUSTEESHIP APPLICATION  
APPLICATION FOR APPOINTMENT OF TRUSTEE TO DISTRIBUTE FUNDS  
(ORC 2329.70)**

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**DEBTOR:**

**HEARING DATE** \_\_\_\_\_

NAME \_\_\_\_\_

**COURTROOM #1 AT 9:00 AM**

ADDRESS \_\_\_\_\_

CITY ST ZIP \_\_\_\_\_

CASE # \_\_\_\_\_

PHONE \_\_\_\_\_ MARITAL STATUS \_\_\_\_\_

**EMPLOYER:**

NAME (S) \_\_\_\_\_

GROSS \$ AMOUNT PER PAY:

ADDRESS \_\_\_\_\_

\$ \_\_\_\_\_

CITY ST ZIP \_\_\_\_\_

MY PAY FREQUENCY IS:

PHONE \_\_\_\_\_

\_\_\_\_\_

**FIFTEEN-DAY NOTICE OF COURT PROCEEDING TO COLLECT DEBT RECEIVED FROM:**

\_\_\_\_\_  
(PRINT THE NAME AND FULL ADDRESS OF THE CREDITOR THAT SENT YOU THE 15-DAY DEMAND)

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**INFORMATION IN SUPPORT OF MY TRUSTEESHIP APPLICATION;**

-I AM FILING THIS APPLICATION (ORC 2329.70) TO APPOINT A TRUSTEE TO RECEIVE THAT PORTION(17½%) OF MY PERSONAL EARNINGS THAT IS NOT EXEMPT FROM EXECUTION EACH PAYDAY AND ANY ADDITIONAL SUMS VOLUNTARILY PAID OR ASSIGNED TO THE TRUSTEE WHO SHALL DISTRIBUTE THE MONEY AMONG MY CREDITORS ON A PRO RATA BASIS.

(17½% OF GROSS EARNINGS MINUS FEDERAL TAX, STATE TAX, CITY TAX, FICA, PERS, STRS, RRA)

-I AM A RESIDENT OF CLARK COUNTY, OHIO AND I HAVE ATTACHED THE 15-DAY DEMAND NOTICE NOTIFYING ME THAT MY EARNINGS ARE SUBJECT TO GARNISHMENT IN ACCORDANCE WITH ORC 2716.02, COPIES OF MY LAST TWO (2) PAYSTUBS AND \$25.00 FILING FEE

-I HAVE ATTACHED A FULL, ACCURATE AND COMPLETE DEBT STATEMENT WITH THE NAMES AND ACCOUNT NUMBERS OF MY SECURED AND UNSECURED CREDITORS, THEIR FULL ADDRESSES, AND THE AMOUNT DUE EACH OF THEM. TO ADD CREDITOR AFTER INITIAL FILING IS \$25.00 EACH.

APPLICANT STATES, UNDER PENALTIES OF PERJURY AND FALSIFICATION THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO BEST OF MY KNOWLEDGE AND MY BELIEF;

\_\_\_\_\_  
(APPLICANT SIGN AND DATE)

WITNESS MY HAND AND THE SEAL OF THIS COURT;

CLERK OF COURT

BY: \_\_\_\_\_

DEPUTY CLERK