

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

RENT ESCROW APPLICATION  
APPLICATION BY TENANT TO DEPOSIT RENT WITH THE CLERK  
(ORC 5321.07)

TENANT(S) :

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

ADDRESS \_\_\_\_\_

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

PHONE \_\_\_\_\_

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

VS.

LANDLORD(S) :

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

ADDRESS \_\_\_\_\_

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

PHONE \_\_\_\_\_

-Attention-

A full rent payment was  
deposited with the Clerk's  
Office.

RENT AMOUNT:

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

INFORMATION IN SUPPORT OF RENT ESCROW APPLICATION;

I AM THE TENANT(S), CURRENT ON RENT PAYMENTS AND PURSUANT TO ORC 5321.07(B)  
FILING THIS APPLICATION TO DEPOSIT WITH THE CLERK ALL RENT THAT IS DUE AND  
HEREAFTER BECOMES DUE THE ABOVE NAMED LANDLORD(S).

I HAVE PROVIDED WRITTEN NOTICE TO THE LANDLORD AS PRESCRIBED IN ORC 5321.07(A)  
AND HAVE ATTACHED TO THIS APPLICATION A COPY OF MY WRITTEN NOTICE.

TENANT(S) STATES, UNDER THE PENALTIES OF PERJURY AND FALSIFICATION THAT THE ABOVE  
INFORMATION IS TRUE AND ACCURATE TO BEST OF THE TENANT(S) KNOWLEDGE AND BELIEF.

TENANT(S) : \_\_\_\_\_

(SIGN AND DATE)

NOTICE TO LANDLORD(S) ;

PLEASE BE ADVISED THAT APPLICANT HAS DEPOSITED A RENTAL PAYMENT WITH THE CLERK PURSUANT  
TO ORC 5321.07. THE DEPOSIT HAS BEEN PLACED IN THE COURT'S ESCROW ACCOUNT AND SHALL BE  
RELEASED ONLY BY ORDER OF THIS COURT OR OTHERWISE PROVIDED BY ORC 5321.09.

SHEILA E. RICE, CLERK

DATE: \_\_\_\_\_

BY DEPUTY CLERK: \_\_\_\_\_