

Housing and Your Rights

Program Name Middletown ABLE

Staff Responsible for Lesson Dianne Aiken

Technology	Study / Life skills	EL-Civics	Career Pathways	Police	Paramedic	Fire Rescue	Medical Asst.	EKG / Cardio	Phlebotomy	Practical Nursing	Healthcare	Admin	Pharmacy Tech	IMT	AMT	HVAC	Welding	Other:	
		X																	
Date(s) Used				February 2011															
Civics Category				I. Rights and Responsibilities of Citizenship															
Civics Objective				<p>2. Consumer Economics - Housing. Interpret renters' rights, lease, and rental agreements.</p> <p>3. Consumer Economics - Housing. Identify basic housing issues, including home maintenance problems, and advocate for solutions</p>															
Time Frame to Complete Lesson				Three 1-hour sessions															
EFL(s)				3-4															
Standard(s)/Components of Performance				<p>Listen Actively</p> <p>Speak So Others Can Understand</p> <p>Read with Understanding</p> <p>Convey Ideas in Writing</p>															
Benchmark(s)				<ul style="list-style-type: none"> • S.3.1. Communicate using sentences on simple topics (e.g., needs, wants). • S.3.3. Use grammatical structures (e.g., present tense, progressive tense, simple regular past tense) to communicate meaning. • S.4.1. Participate in conversations on familiar topics. • S.4.3. Use grammatical structures (e.g., future and common irregular past tenses) to communicate meaning. • L.3.1. Demonstrate comprehension of sentences on simple topics. • L.3.4. Respond appropriately to simple questions and one-step directions. 															

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	<ul style="list-style-type: none">• L.4.1. Demonstrate comprehension of familiar topics.• L.4.4. Respond appropriately to questions and two-step directions from various listening situations.• R.3.2. Use strategies to understand text.• R.3.3. Use strategies to monitor decoding and word recognition of simple sentences with familiar vocabulary.• R.4.1. Comprehend information in common forms and simple paragraphs.• R.4.2. Use strategies to understand text.• W.3.2. Organize simple sentences.• W.3.3. Produce simple sentences on familiar subjects.• W.3.4. Illustrate some control of basic grammar (e.g., present and simple past tenses, prepositions, subject-verb agreement).• W.4.2. Organize simple sentences with a beginning, middle, and end.• W.4.3. Produce a simple paragraph on a familiar topic.• W.4.4. Use grammatical structures (e.g., future and common irregular past tenses, commonly used adjectives, pronouns, prepositions, possessives).
Materials	<p>www.elcivics.com This website has a lesson that shows different types of housing and talks a little about apartment living. It lets students of different levels use pictures as well as words to teach concepts.</p> <p>www.hud.gov/offices/fheo/FJLaws.EXCO13166.cfm</p> <p>http://portal.hud.gov/hudportal/HUD?src=/topics/rental_assistance</p> <p>http://www.ohiolegalservices.org/public/legal_problem/housing/landlord-tenant-issues/utility-shut-off/qandact_view</p> <p>http://www.ohiolegalservices.org/public/legal_problem/housing/landlord-tenant-issues/security-</p>

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	<p>deposit/qandact_view</p> <p>Pictures of people, families, apartments, houses, and communities that everyone can see easily. These can be found in magazines, textbooks, online, etc.</p> <p>Teacher-made vocabulary list and flash cards with definitions. (attached)</p> <p>KWL chart, one for the board and one for each student.</p> <p>How to Get Your Landlord to Make Repairs guide (attached)</p> <p>Renter's Rights word find (attached)</p> <p>Game for determining renter's rights and landlord's rights. (attached)</p> <p>If possible, show different types of leases. These are available locally or on the EL-Civics website.</p>
Activities	<ol style="list-style-type: none">1. Tell students that they will be talking about renting a place to live. They will study what people should know in order to have the best rental experience. Put a KWL chart on the board and ask what people already know about renting. Write down 3 or 4 ideas in the K column. Then record what students would like to know in the W column. At the end of the project, students will write what they learned.2. Hand out vocabulary list with definitions to match. Students can read some of these with a partner. Give them another copy that they will later cut out and try to match word with meaning without looking at the answers.3. Give to each student the information paper. Tell them to look at the highlighted words before reading. Then the class can share oral reading

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	<p>with volunteers. (Beginners should have a partner to help them.)</p> <ol style="list-style-type: none">4. Share together the list of rules from the Ohio Landlord-Tenant Law ORC 532113. Ask them to share ones that they already knew. This can help fill out the K in KWL. Discuss.5. Look at the teacher-made worksheet on ideas for making a good lease form. If possible, share different ones with the class. See if students can add anything to the list.6. For more advanced students, look over the last worksheet that adds vocabulary such as escrow and eviction to the list. Remind them that only a lawyer can interpret the law. There are legal aid offices that can help with the cost. Let the students know the importance of keeping copies of all paperwork when working with landlords. Dates and events should also be recorded. Discuss with them some of the rules of going to court (being on time, bringing witnesses, etc.).7. Students can then cut apart the vocabulary words and definitions and try to match them up.8. As a class, fill in the L part of the KWL chart. Teacher can keep a copy and review this with the class, especially if they do a follow-up to this exercise.9. As a final project, play the game of Renter's and Landlord's Rights. This can be a role-play.
Assessment/ Evidence	The whole class will play the Rights Game. One person will be the renter, and one will be the landlord. Class will work together to choose which right belongs to which person. Also, the L part of the KWL chart will show the teacher how much was understood by the students.
Reflection	Were students interested in this project? How much did they know, and how much did they learn? Did beginners understand the worksheets? How engaged were the students? The vocabulary game could be played at a later time.

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Vocabulary for Renters' Rights

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Renter	You are paying someone to live in a house, trailer, or apartment.
Rights	These are laws that protect you.
Landlord	The person or company who owns the housing.
Eviction	This is when the landlord tells you that you have to leave the place.
Tenant	Another word for renter.
Security deposit	Money that you give the landlord when you first leave there. This is not the rent.
Section 8	Special housing for low income.
Lawyer	He or she knows the law and can help you.
HUD	The Department of Housing and Urban Development
Court	The court makes sure the laws are carried out. The court protects you.
Lease	A written piece of paper that lists what the rules are for living in a place.

Teacher and students should be using a KWL chart, on the board, and on their paper. This will help to build knowledge of the learners and provide for engaged learning. Also, for page 2 of the project, it is helpful to the students for the teacher to put up pictures of ordinary people who could be renters or landlords. The teacher can also display pictures of houses, apartment buildings, and other places to live. A picture of a courtroom or a court building could make the project more valuable for the student.)

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p.2

Renter's Rights

Many people in the United States **rent** places to live. People can rent apartments, houses, or trailers. These people are called **renters or tenants**. **Landlords (or landladies)** rent out the living places. They take the money from the renters.

There are **rules** that renters must follow, and there are rules a landlord must follow. These rules are known as **rights**. Rights protect the renters and the landlords and help give people good places to live.

There is an important law that helps people to find a good place to live. This law is called the **Ohio Landlord-Tenant Law, or O.R.C. 532113**. It has many parts. The following is a list of some of the parts. It is important to know that this is not legal advice, but general ideas. A lawyer would have all the answers to renters' questions.

Some general ideas: (You are the renter.)

- If you need to have something repaired in your rented home, you must let the landlord know what needs to be fixed. This is done in a letter, so you need to write down all the details.
- Landlords have 30 days to fix the problem unless it is an **emergency** (furnace, bad air, for example).
- You can send your rent to the court of law instead of the landlord only if the problem is still there after 30 days. This is called **escrow**.
- A landlord cannot just come into your apartment with their own key. They must tell you they are coming and give you time.
- Landlords cannot **throw out** your stuff or **turn off** you electricity or gas.
- If the landlord wants you to leave, he must go to the **court**. Then you get an **eviction notice** and have 3 days to leave.

Remember that you can get a lawyer to help you if your landlord is being **unfair**, but you must follow all the rules, also. You must pay your rent **on time** and keep things in **good condition**.

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Renters' Rights – The Lease p. 3

(The KWL chart can be added to after p. 2 of the project.)

It is an excellent idea to sign a lease. Some landlords require this. The lease is a promise that both the renter and the landlord agree to in order to make the living experience a good one. Here are a few ideas of items that should be in your lease.

- Know the due date – when the rent is due.
- Know how long you can rent the place – a month at a time, a year at a time.
- Know the late fees. This is extra money you must pay for being late with the rent.
- Know the grace period – how much time you have to pay the rent that is late. Landlords do not have to give you one.
- Know who pays for what – gas, electricity, and other utilities.

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Renters' Rights – The Game

p. 4

To play the renting game, a few more vocabulary words must be reviewed.

Eviction – The renter has not paid the rent or is late with it. This is a written notice that must be given by the court. A renter has 3 days to leave the place.

Escrow – If the renter has sent a letter to the landlord asking for items to be fixed, the landlord then has 30 days to fix things. If things are not fixed, the renter can send the rent money to the court. Then the court helps to decide what has to be done.

For the Renters' Game, there will be 2 teams of students. Choose one student to be the renter, and one to be the landlord. They face the class and have signs in front of them telling who they are.

Teacher is the mediator. Decide which team goes first. Teacher will read the first situation. The team must decide if this protects the renter, or the landlord – renter rights or landlord rights. It may be possible that both sides have the right. If teacher agrees with the answer, that team gets a point. If teacher does not agree, point is not given. Teacher explains why. Then it's time for the other team to hear the next situation and decide who gets the right. The team with the most points is the winner.

- A. Your furnace is broken and it must be fixed immediately.
- B. The rent money is sent to the court.
- C. You have 3 days to leave a place.
- D. You must give a security deposit.
- E. You may get back part of a security deposit.
- F. You must take care of your apartment.
- G. A lawyer is called in to help.
- H. You get a letter from the court telling you to leave.
- I. Rent must be paid on time.
- J. An apartment house must be sprayed for bugs
- K. No one comes to fix your broken window.
- L. The sink in your bathroom gets fixed.
- M. HUD says that the whole housing development has to be checked for lead paint.

Answers: A. renter B. renter C. landlord D. landlord E. renter F. renter G. both H. landlord I. landlord J. renter K. renter L. renter M. renter

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l n c l d s r d r t e n a n t
c t n o a h l l l v d i g d o
d r s s u e n e i g o t l s d
b a o d n r g c o n c r r r w
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r n e u g a c s e f i n y c a
i l l e t t e r e v h e a n r
d r g a i e s u m m o n s 8 e

lease
HUD
Section 8
landlord
security deposit
tenant
lawyer
court
eviction
escrow
Ohio revised code
legal aid
rights
utilities
due date
obligation
repairs
summons
letter
fairhousing
renter

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HOW TO GET YOUR LANDLORD TO MAKE REPAIRS

If you want your landlord to fix something, you **must** follow the rules set out in the law. If you do not follow these rules carefully, you could be evicted for nonpayment of rent.

Residential landlords have a duty to fix:

- ① Any problems with the housing that "materially affect" your health and safety" **and** violate local building, housing, or health and safety codes. (Such as: broken windows, roof leaks, peeling paint and plaster, mice, rats, roaches, rubbish in yard, lack of smoke detector or smoke detector)
- ② Any problems with the housing that make it unliveable.
- ③ Any defects in the hallway or stairway that could pose a danger to you or your guests. (Such as: bad lighting in hallway or loose stairway bannister)
- ④ Any electrical, plumbing, sanitary, heating, ventilating, or air conditioning systems that are not working properly and pose a danger to you or your guests. (Such as: unsafe gas or electric heaters and appliances)
- ⑤ Plumbing or heating systems that are not working properly, leaving you without running water, hot water, or adequate heat - for any period of time.
- ⑥ Broken and unuseable garbage cans. (that are shared by four or more apartments in the same building)

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If you ask your landlord to fix any problems or defects and he does not fix them, do the following things:

First . . .

Give a written notice or letter to the landlord. You can use the fill-in-the-blank notice which is provided with this packet of materials or write your own. The notice should:

- ① Tell in detail each problem you want fixed (the list should be specific, so that the landlord can use the list to fix each problem).
- ② Tell the landlord that he or she should fix minor problems within 30 days and major problems (emergencies such as lack of heat in winter) within 5 days.
- ③ Tell the landlord what you will do if he or she does not fix the problems within 30 days, either:
 - end your lease and move within 30 days from the date of the notice, or
 - deposit your rent with the court AND
 - ask the court to order your landlord to make the repairs and lower the rent that you owe because you are living with the inconvenience of this defect/problem
 - OR
 - ask the court to order your landlord to give you part of the rent money deposited with the court so that you can make repairs yourself.
- ④ Sign, date, and make a photocopy of the notice (you may need to give a copy of the notice to the court at a later date).
- ⑤ Deliver the notice to you landlord in person or by certified mail to the place where rent is normally paid. If you deliver the notice in person, bring a friend with you to witness the delivery. If you deliver the notice by certified mail, save the receipts.

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Second . . .



In addition to writing a notice, if you think the defect or problem violates your local building, housing, or health and safety code, call the Housing Inspector or the Health Department for your town, city, or county. Ask that they inspect your apartment, write a report, and give you a copy of that report.

Third . . .



Wait until 30 days after you have delivered or mailed the notice, if your landlord still has not made any repairs, you can go to the court for help.

For most defects, you must wait until this 30 day period has ended before you can go to court.

If the problem is serious (lack of heat or hot water in the winter or no running water or electricity), you only have to wait a reasonable time (5 days) before you can go to court.

CAUTION: Any rent that comes due within 30 days after delivery of the notice, **must** be paid to your landlord! If not, you will lose your claim in court and could be evicted for failure to pay rent.

EXAMPLE If rent is due on the first of every month and you deliver your notice of defects/problems to your landlord on September 15, 30 days later would be October 15. The next month's rent is due on October 1 which is before October 15, so you will need to pay October's rent to your landlord on Oct 1. Then you can deposit November's rent with the Court on or after October 15th.

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Landlord-Tenant Issues : Security Deposit

What is a security deposit?

A security deposit is a payment required by a landlord to ensure that a tenant pays rent on time and keeps the rental unit in good condition. If the tenant damages the property or leaves owing rent, the landlord can use the security deposit to cover what the tenant owes.

Can the landlord require me to pay a security deposit?

Yes.

Is there any limit to the amount the landlord can charge?

No. However, if the landlord charges more than an amount equal to rent for one (1) month, then the Ohio law requires the landlord to pay the tenant 5% per annum each year on the amount in excess of the monthly rental amount. This 5% payment rarely occurs.

Can I use my security deposit to pay the last month's rent?

As a tenant, you simply do not have the right to decide by yourself that this is how the security deposit will be used. However, if the landlord agrees to allow you to use the deposit to pay the last month's rent, then you can do so.

Can the landlord keep my security deposit?

Yes. If you owe the landlord any amounts of money for items that were your responsibility to pay as required by your agreement (written or oral) with the landlord. Some examples would include any unpaid rent, late fees, or utility bills and damages to the unit beyond normal wear and tear caused by you.

Can the landlord sue me for more money if the landlord believes that I owe more money than the amount of my security deposit?

Yes. However, it is more likely that the landlord will send your account to a debt collection company and to a credit reporting agency.

Can I get my security deposit back as soon as I move out?

No. A landlord has 30 days to return the security deposit.

What must I do to get my security deposit returned to me?

When you move out, you must be current in rent, utilities, etc., and not damaged the unit beyond normal wear and tear. You must also give your landlord a forwarding address to which the money may be sent. It does not have to be your new address, if you do not want the landlord to know your new address, but it must be an address capable of receiving mail. Make sure you date and sign the notice of where to return the deposit (and keep a copy).

If my landlord does not return the deposit, can I sue the landlord?

Yes. If the landlord fails to return the security deposit within 30 days after you have moved out and given notice of a forwarding address, then you can file a complaint in small claims court.

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What can I get if I sue my landlord?

You can get three (3) things:

1. The amount “wrongfully withheld” by the landlord.
2. Double the amount “wrongfully withheld.”
3. Reasonable attorney fees.

What does “wrongfully withheld” mean?

Here is an example. Assume your security deposit was \$500. Further assume that the court believes that your landlord properly withheld \$150 for a utility bill you forgot to pay. That would leave \$350 that the landlord wrongfully withheld and should be refunded to you. If you asked for double damages (and you must ask), the court must award another \$350 for a total of \$700.

What if the landlord sends me part of my security deposit and a list of items for which he used the rest of my security deposit, but I disagree with the amount he kept?

Do NOT cash the check. You may not be able to collect any further money from the landlord if you cash the check. If you want to be absolutely certain to preserve your right to sue the landlord for all amounts you think are owed to you, then you must return the check, tell the landlord how much you think should be returned to you, and if he refuses, sue the landlord for whatever amount you think is owed to you.

See also the **Forms & Education tab** in this section for more information.

The information in this site is not intended as legal advice.

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