

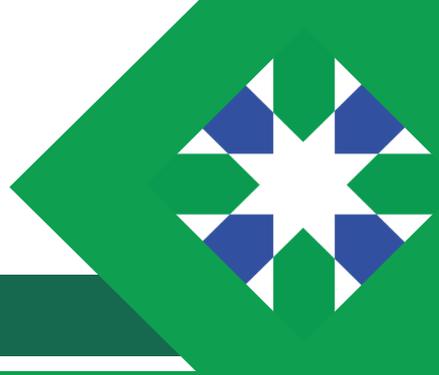


# Housing Resource GUIDE

A Comprehensive Guide for Housing in the  
Kent Community

Last Updated: December 2025

# Table of Contents



Preface

---

3

FAQ and Housing Tips

---

5

State of Ohio Revised Code (ORC)

---

7

Landlord Responsibilities

---

8

Tenant Responsibilities

---

9

Lease Agreements

---

10

Security Deposits

---

13

Renter Resources

---

17



# Preface



The Kent City Health Department (KCHD) annually inspects each of the larger rental properties in Kent. Meanwhile, Code Enforcement inspects one and two family rentals.

The city's goal is to protect tenants from unsafe living conditions by enforcing maintenance standards in the Housing Code:



- Smoke alarms
- Carbon monoxide alarms
- Fire extinguishers
- Means of egress
- Trash
- Pests
- Ventilation
- Handrails

**As a renter in the City of Kent you have rights and responsibilities, so does your landlord!**



Being familiar with these will help make renting a better experience!

# Kent Housing

## Frequently Asked Questions

**Q: How will I know an inspection is scheduled?**

**A: Your property owner or landlord must give you 24-hour notice before they enter your rental unit. This is true for city inspections too.**

**Q: What if I have a non-emergency maintenance issue that isn't resolved**

**A: If there is a delay in maintenance repairs, contact the Health Department and a inspector will follow up with you.**

**Q: Where can I file a complaint?**

**A: Renters can file a complaint with the Kent City Health Department, by calling, going in-person, or online. If you are concerned about maintenance problems in your apartment. The Health Department will document potential Housing Code violations and make sure the property owner makes the proper repairs.**

### Citizen Center

The citizen center allows for individuals of Kent City to ask questions, get answers and request certain services. And **file Complaints!**



**File a  
complaint  
Here**



# Infestation

Nuisance pests like cockroaches and bedbugs can be found where people live. If you believe that you have a infestation

**DO NOT TRY TO GET RID OF IT ON YOUR OWN.**

Contact your property manager so they can have a professional exterminator on-site.

## Types of Infestations

- Cockroaches
- Bed Bugs
- Rodents
- Fleas
- Bats

# Trash

Trash is a crucial point for tenants and property owners alike! Any failure to comply with trash laws could result in a fine which could be costly.

## Trash Bins

- Your bin should be sturdy and have a tight-fitting lid
  - cannot be put out before 7pm the day before pickup
  - must be returned by 7 pm the day of pick up
- Do not block the sidewalk with trash bins
- If trash spills out you are responsible for picking all the trash up.
- You may be ticketed if you do not pick up loose trash
- If there are large items, it is your responsibility to call your hauler to make arrangements to do bulk pick up. Mattresses must be wrapped in plastic.





## Non Emergency Repair:

If you have a non emergency repair, always work through the property manager first. Document your attempts, if you called or spoke in person follow up with an email or text so you have that in writing. Take pictures and attach to your email or text.



## Delay in repairs

If after a reasonable time the repair is not made, and several requests have been made please call the health department and an inspector will follow up with you.

Kent City Health  
Department

Address: 201 East Erie Street  
Kent, Ohio 44240  
Phone: (330) 678-8109

Code  
Enforcement

Address: 930 Overholt Road  
Kent, Ohio 44240  
Phone: (330) 678-8107

**Renter and Landlord Rights and Responsibilities  
State of Ohio Revised Code (ORC)  
Resource Guide**



The information in this brochure should not be construed as legal advice and is being provided for information purposes only.  
For legal advice, please contact an attorney.

## Landlord's Responsibilities (ORC Sections 5321.04 & 5321.18)

- To comply with the requirements of any building, housing, health, or safety codes which materially affect health and safety.
- To make all repairs and implement actions reasonably necessary to ensure the premises are maintained in a fit and habitable condition.
- To keep the common area of the premises (including walks, etc.) safe and sanitary.
- To provide trash and waste receptacles, if there are four or more apartments in the building, and arrange for their removal.
- To supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant directly controls.
- To give the tenant reasonable notice of the intent to enter into a tenant's apartment and enter only at reasonable times (at least 24 hour notice unless an emergency).
- To provide the tenant with the name and address of the landlord and the property management agent, if any, in writing, at the beginning of tenancy. If written lease is written, the landlord's name and address must be in the lease.
- To keep all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures, services and appliances and elevators in good and safe working condition, when these systems and amenities are supplied or required to be supplied by the landlord.
- To not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or the property management agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

## Tenant's Responsibilities (ORC 5321.05)

- To keep the part of the premises that is occupied and used safe and sanitary.
- To dispose of trash and garbage in a clean, safe and sanitary manner.
- To use and operate all electrical and plumbing fixtures properly.
- To comply with the requirements imposed on tenants by the applicable housing, health, and safety codes.
- To allow the landlord, or the property management agent, to enter the apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or the property management agent has given reasonable notice (at least 24 hours' notice unless an emergency).
- To not intentionally or negligently destroy, damage or remove any fixture or appliance from the premises, and forbid any guests from doing the same.
- To act in a manner that will not disturb surrounding neighbor's peaceful enjoyment of the premises.
- To maintain, in good working order and condition, any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and which is required to be maintained by the tenant under the terms and conditions of a written rental agreement.

If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violations, together with reasonable attorney fees, termination of the rental agreement, or other necessary actions.

# Leases/Rental Agreements (ORC 1923 & 5321.17)

A lease is important; without it tenancy can be terminated or rent increased by a landlord after:

- a seven-day (7) notice if renting by the week
- a thirty-day (30) notice if renting by the month

The notice must be received prior to the “periodic rental date” which is usually the day the rent is due.

Before signing a lease, always remember to:

- Read the lease carefully.
- Fully understand the terminology and information included in the lease and the potential implications of enactment of any financial or legal statements in the lease.
- Any verbally agreed to arrangements or terms between the landlord and a prospective tenant that are not stipulated in writing as part of the lease are not legally binding

If in doubt, utilize the free legal resources listed at the end of the guide to clarify any concerns or contact private legal counsel prior to signing the lease.

Tenants are protected under the ORC sections listed in this guide even if there is only an oral agreement, but anyone considering renting space is strongly encouraged to have a written lease in place before moving into a rented unit or property.



## Terminating a Lease (ORC 1923)

If a landlord does not want to renew a lease with a tenant, or does not wish to continue with the oral or written rental agreement, he must do one of the following:

- If there is a written lease that ends on a specified date, nothing else is needed to end the lease on the stipulated termination date.
- If there is an oral or written rental agreement, the landlord must notify, preferably in writing, the tenant that the agreement is ending with at least a seven-day notice if renting by the week, or at least a thirty-day notice if renting by the month.

## Eviction (ORC 1923)

Reasons a landlord may evict a tenant include:

- Tenant is delinquent in rental payments;
- Tenant has failed to fulfill obligations specified in the lease;
- Tenant caused severe damages;
- The rental agreement has expired, and the tenant has not vacated the premises.

## Eviction Process

A landlord choosing to proceed with evicting a tenant must notify the tenant to vacate the premises a minimum of three (3) or more days before beginning any legal action through the court.

A landlord, or the landlord's property management agent, must deliver a copy of the eviction notice to the tenant in person, leave the notice at the tenant's residence, or send the notice by certified mail service (return receipt requested). The tenant must be advised to consider securing legal assistance on the eviction action.

Every eviction notice issued by a landlord to recover a residential premise is required to contain the following language, printed or written, in a conspicuous manner:

You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.

If the tenant does not vacate the premises, then the landlord must file a complaint with the court. The tenant must receive a court summons at least five (5) days before the scheduled court hearing. Both parties may need legal representation at court. When a court hearing is held, the judge or designated magistrate will decide the case.



## Security Deposits (ORC 5321.16)

Before a tenant moves out of a rental unit and before the stated date for the end of a lease agreement term, he/she must provide the landlord with a forwarding address, in writing, or legal remedies available through the ORC, that may be available to the tenant, will not apply.

At the end of a lease term, the landlord must do one of the following within 30 days after the lease agreement ends and the tenant has turned over the rental unit and the keys:

- Return the full security deposit;
- Return the balance of the security deposit with a list of all deductions, including any past due rent owed and an itemization of neglected items or damages the tenant or a guest may have caused to the unit. This list must be in writing and sent to the former tenant.

If the landlord fails to do either of the above, the tenant may recover property and money due equal to the amount wrongfully withheld, plus reasonable attorney's fees.

### **Interest on Deposit:**

If the landlord requires a security deposit in excess of \$50.00 or one month's rent, whichever is greater, the landlord must pay 5% interest annually on the excess. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months.



## Legal Rent Withholding for Repairs (ORC 5321.07)

If the tenant reasonably believes that the landlord has failed to make repairs or correct conditions that ensure a rental unit is maintained in a fit and habitable condition, fails to keep the premises safe, or fails to meet the requirements of local or state health, safety and building codes, the tenant may take the following action:

- Notify the landlord about the condition(s) and request that it be corrected. The written notice/letter must be sent to the landlord or to the address/location where the tenant pays rent. The notice should be sent by certified mail, return receipt requested. The tenant should keep a copy of the mailed notice.
- The landlord must correct the condition within a reasonable time, depending upon the nature of the problem, but at a minimum, the condition specified in the tenant's notice must be corrected within 30 days.

If the landlord fails to make the necessary correction(s) or repair(s), and the tenant is current on rent payments, then the tenant has three options:

1. The tenant may deposit the monthly rent with the clerk of the local municipal court. Deposits must be made on or before the normal rent due date. There is no filing fee, and an attorney is not required; you will need a copy of the notice that was sent to the landlord.
2. File a lawsuit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use the withheld rent to make the repairs).
3. Terminate the lease or rental agreement.

The actions listed above cannot be taken against the landlord who rents three or fewer apartments and has made written notice of this fact to the tenant at the time that the tenant entered into the lease/rental agreement.

- If the landlord has failed to disclose the ownership name and address and the name and address of any property management agent, if applicable, the landlord gives up the right to a notice before a tenant takes any of the above legal actions.

It is strongly advised to check with the court or an attorney for local procedures before beginning a rent deposit process with the local municipal court.

## **Landlord's Response to Rent Withholding (ORC 5321.09):**

If a tenant has deposited rent with the clerk of the municipal court's office, the landlord may request release of the deposited rent upon the provision of documentation confirming the request for a correction(s) or repair(s) has been completed. Upon written notice from the tenant stating that the repairs have been made, the clerk's office will release the deposited rent, less any court costs, to the landlord.

The landlord may apply to the court to obtain the release of the deposited rent, on the grounds that one of the following four issues was applicable:

1. The tenant was not current in rent at the time the tenant deposited rent with the clerk of the municipal court;
2. The landlord did not fail to perform any duty required under the terms of the lease or by any applicable law;
3. The tenant did not give written notice to the landlord correctly;
4. The landlord has made the necessary repairs and taken care of the problem.

If the court finds the matters claimed by the landlord are true, the court will order the release of the deposited rent. A landlord can file a lawsuit against the tenant to recover damages, attorney fees, and court costs, if the notice provided by the tenant was to repair or remedy problems or damage caused by the actions or errors of the tenant, and/or that the tenant intentionally acted in bad faith in proceeding with the withholding action.

## **Lockouts & Utility Shutoffs (ORC 5321.15)**

The landlord may not move a tenant's furniture from their apartment, lock him out, or threaten any unlawful act including utility shut-off to get him to move. If this happens, the tenant may recover all their damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order.

# Community Resources

## Fair Housing Contact Services



a resource for Kent residents, offering guidance and information on matters related to fair housing and tenant-landlord relations

<https://fairhousingakron.org>

## Student Legal Services



offers legal advice to Kent State University students on civil matters, including housing-related issues

<https://www.kent.edu/sls>

## Community Legal Aid



is a resource available to eligible Kent residents that offers legal advice on housing-related matters

<https://www.communitylegalaid.org/>

## Important Numbers

Kent City Health Department .....(330)-678-8109

Code Enforcement .....(330) 678-8107

Student Legal Service .....(330) 672-9550