

Understanding Rental Applications and Rental Agreements

Lease agreements in Ohio often use a bewildering array of clauses to indicate the rights of the landlord and the tenant in certain situations. There is no substitute for reading through all of these clauses, whether you understand them or not. You will be presumed in Ohio to have read your lease if you signed it, so the excuse “Gee, I never read the lease before signing it, Judge,” won’t get you very far in a court of law.

After reading the lease, you may still be confused, and that is where this work will help you. There are a thousand ways to say certain things, and I can’t possibly cover every possible way to restate something. So if the clause you are reading in your lease sounds a lot like a clause in this work, then you won’t be too far off to read them as meaning much the same thing.

There is one thing that I can’t stress enough though. What you are reading is not legal advice, and I am not your lawyer. If you feel that you may have a serious legal problem based upon the wording in your lease agreement, then you should consult a qualified lawyer to help you understand it. It does not cost that much. You can generally purchase one hour of a lawyer’s time to sit down with you after reviewing your lease agreement so that he or she might give you a legal opinion on your rights. If you do this, you will know for sure rather than guessing what your rights are. The information contained herein might be helpful to you in discussing the issue with your lawyer.

This work is written for both landlords and tenants to understand leases and terms. What works for a landlord however, may not work for a tenant, and vice-versa. But just because you read a section that seems to speak to a tenant, a landlord should still carefully understand it, because if you know the tenant’s rights under the clause, then you will know your own rights under it as well. That goes for you tenants out there too. Just because a section of this work seems to speak to landlords, if it’s in your lease, it affects you and you need to know the plain ugly truth.

The last thing that I can’t impress enough upon landlords and tenants is that with the presentation of a lease agreement, you are merely making an offer to the other side to enter into the agreement. Offers invite counteroffers, so if the tenant or the landlord says, “Sorry, the way the lease is written can’t be changed,” that is a personal choice by the person making that statement, not a legal reality. As you will see below, clauses in rental agreements are “x’ed” out and initialed in all the time.

A. Rental Applications

Before signing a lease agreement, you may have to sign other documents, and so you need to be familiar with them. It is a common practice among landlords to have you fill out a rental application wherein you consent to have the landlord look into certain aspects of your background before he signs a rental agreement with you. The three types of checks that you see done most often are credit checks, arrest record checks, and rental history checks. It is not uncommon for the landlord to charge a non-refundable application fee for performing these checks on you. Generally this fee is around ten percent of the monthly rental at the apartment. Read these rental applications before signing them.

Sometimes they have these little bombs hidden at the bottom near your signature wherein by signing you make a promise to enter into a contract regarding the rental property. The Eighth District Court of Appeals in the case of White v. Boyd 1993 Ohio App. LEXIS 5660 (November

parties to make findings of fact as to the terms of the contract. Naturally, both parties might have different memories of what the agreed rent was, how much of the building gets to be used, what was promised to be fixed and by whom and when, and so on depending upon the circumstances of each individual case. To avoid these problems, it's nice to have a written document that spells out the promises made by the parties.

An oral contract is just as enforceable as a written contract, it's just harder (but not impossible) to prove the terms. An oral rental agreement is enforceable, but if the lease term is to run for three years or more, it has to be in writing. It also has to be witnessed by two persons and the signatures of those witnesses on the rental agreement must be notarized. Ohio Revised Code Section 5301.05. Lastly, the lease has to be filed with the County Recorder. Most residential leases are for one year or less, and so if your lease is oral, it is still enforceable, provided of course, you can prove its terms and elements.

a. Written Rental Agreements and Their Clauses

Most rental agreements are in writing. For any writing to be enforceable, it must be signed by the party against whom it is to be enforced. The nice thing about having your lease in writing is that it is very simple to prove to the Judge what you and the landlord previously agreed. The problem with written leases is that they are usually drafted by the landlord and they contain language that favors the landlord in every way, shape and manner.

1) Ambiguities

But the party who does not draft the rental agreement does have some advantages. No matter how carefully a sneaky low down good for nothing just-breathing-my-air lawyer writes a contract for someone, there are always unforeseen circumstances or problems. This means that sometimes a contract can be ambiguous in its terms. If the contract states that the landlord will install new carpet in the living room within a reasonable time of the tenant's moving in, how long does he have? Here you have an ambiguity. The tenant thinks that a reasonable time would be about a month (because he has to hold off on moving furniture into his living room until the new carpet is installed). The landlord thinks that a reasonable time is six months because that will give him time to find a good price on carpet, and free up his maintenance people to install it.

Another clause may say that the tenant agrees to only have blue curtains in the windows of the apartment. The tenant puts a dark blue curtain up, but in the middle is a light blue lightning bolt. The landlord objects that he meant plain blue curtains, and the tenant says "blue means blue, and that curtain is blue."

In the case of an ambiguity in a contract, the Court will first determine if the term really is ambiguous. This involves examining each party's interpretation and seeing if those interpretations are reasonable or not. If the Court finds that both parties' interpretations of the ambiguous clause are reasonable, the Court will then ask who drafted the contract (meaning, who provided the contract for the other party to sign). Usually, that's the landlord.

Ambiguities in contracts are construed against their drafters. The reason is that the person who wrote the contract was in the best position to say what he meant. The court will not punish the person who didn't write the contract just because the person who did draft it didn't take enough time to be clear about things. As the Ohio Supreme Court so eloquently waxed in the case of Smith v. The Eliza Jennings Home (1964) 176 Ohio St. 351:

Under such circumstances, the well-established rule that where there is doubt or