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LANDLORD'S EVICTION KIT:

LANDLORD'S GUIDE TO EVICTIONS IN OHIO

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for his contributions to this publication including the Three Musketeers Rule**

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Disclaimer

Please understand that by ordering this eviction kit, you are not retaining a lawyer for legal advice, nor are you retaining the services of either Andrew J. Ruzicho II nor Eric E. Willison. This kit is provided to you for informational purposes only. Further, please understand that the information in this kit is specific to the State of Ohio, and that the laws of other states may vary quite a bit from Ohio's laws. Using this kit to file a case outside of Ohio is a bad idea.

Nothing in this kit is a substitute for retaining an attorney to work on your case. It is recommended that you seek out an attorney rather than trying to perform an eviction yourself. However, if you cannot find an attorney to work for you, then the information herein may be of some assistance to you regarding proceeding with such an action and the format for filing a case.

I. Introduction

There are two types of evictions a landlord may conduct against his residential tenants in the State of Ohio. One is the lawful process of eviction as set out in Ohio

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Revised Code Section 1923, and the other is an informal (as well as illegal) or “self help” eviction, which will get the pants sued off of the landlord if the tenant knows his or her rights. In fact, there is a special statutory section in the Ohio Landlord Tenant Act, Ohio Revised Code Section 5321.15 specifically forbidding not just “self help” evictions, but even threats of “self help” evictions, as well as cutting off utilities and threats to cut off utilities. Landlords would be best advised to understand the *legal* eviction process and follow it carefully. A clause in the lease allowing the landlord to take immediate possession upon a breach of the lease agreement will not be enforceable in Ohio. Landlords must go through the court system to legally evict a tenant and cannot lock out a tenant or remove a tenant's possessions without doing so.

Another thing to keep in mind is that this guide book only applies to tenants and landlords in a *residential* rental agreement relationship with each other. While evictions of business tenants in commercial property can be accomplished under these procedures (and in fact, they should be accomplished under these procedures to remove certain legal counterclaims by such commercial tenants), it is not strictly necessary to do a commercial eviction in the manner herein described.

Further, schools providing dormitory space to their students are not required to follow the processes in this kit.

II. Breach of Lease Agreement or End of Right To Possession

The first thing that must occur before a landlord may initiate an eviction under the legal process in Ohio is that there must be a breach of the rental agreement or an end to the right of possession by the tenant. Examples of a breach of the lease might be the tenant's failure to pay rent, having an unauthorized pet or other occupant, or damage to the premises. Examples of the end of the right to possession would be the ending of the term of the lease agreement without an agreement to renew, or that the landlord has decided to end a month to month tenancy. In any case, this triggering event is the first thing that occurs in the eviction process

III. Three Day Notice

A. Three-Day Notice Required to Be Posted Before Court has Jurisdiction

Once the triggering event has occurred, every eviction should begin with a three-day notice to vacate. The three-day notice to vacate tells the tenant what the problem is and indicates that you (the landlord) may proceed with an eviction proceeding against the tenant. The notice is a prerequisite to the eviction proceeding. Without receipt of it, the tenant can defeat the eviction proceeding because the court is without jurisdiction to hear the case in the absence of a properly served three-day notice to vacate.

B. Contents of the Three-Day Notice

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