

EVICTION PACKETS

AVAILABLE ON LINE AT

<http://www.ci.sandusky.oh.us/community-dev/dh-fairhousing.htm>

FEE: \$2.00

ACCT # 433-4230-46413

\$98.00 FILING FEE FOR ACTUAL EVICTION

**CONTENTS INCLUDES
ALL PAPERS NEEDED
TO PROCESS
AN EVICTION**

**PLEASE READ THE HOUSING
COURT INSTRUCTIONS
CAREFULLY**

EFFECTIVE IMMEDIATELY: PROCEDURE FOR FILING EVICTION COMPLAINTS

LANDLORDS MAY FILE AN EVICTION COMPLAINT ANY TIME WITHOUT HAVING THE COMPLAINT REVIEWED.

EVICTON PACKET GUIDELINES & INFORMATION

****IMPORTANT HOUSING COURT INSTRUCTIONS****

- [1] READ ALL INSTRUCTIONS THOROUGHLY
- [2] WHEN FILLING OUT THE COMPLAINT, REFER TO THE EXAMPLE FORMS.
- [3] NEATLY PRINT OR TYPE ALL FORMS
- [4] HAVE THE COMPLAINT COMPLETELY FILLED OUT WHEN YOU COME IN TO FILE YOUR EVICTION.
- [5] WHEN FILING, HAVE THE ORIGINAL AND ONE COPY OF THE COMPLAINT FOR **EACH** DEFENDANT.
- [6] *WHEN FILING, HAVE THE \$98.00 FILING FEE WITH YOU.
- [7] THE HOUSING COURT REFEREE AND FAIR HOUSING STAFF **MAY NOT** ASSIST YOU IN FILLING OUT THE FORMS.
- [8] IF YOU ARE UNABLE TO FILL OUT THE FORMS YOURSELF, YOU SHOULD PROBABLY CONTACT AN ATTORNEY.
(*NOTE: INCREASE IN FILING FEES)

**MAKE SURE
YOU HAVE READ
ALL OF THE ABOVE
CAREFULLY**

HOUSING COURT RULES

The following rules have been promulgated for the Housing Court Division of the Sandusky Municipal Court. Cases to be heard by the Housing Magistrate shall include, non-jury forcible entry and detainer actions, related claims for back rent and damages, rent escrow cases, and housing code violation cases.

LANDLORD / TENANT ACTIONS

Eviction actions, legally known for forcible entry and detainer (FED) actions may be filed by plaintiffs without the service of an attorney.

INDIVIDUALS MAY ONLY REPRESENT THEMSELVES. they may not represent corporations, partnerships, or other individuals. Private individuals desiring to file FED actions shall obtain court approved forms and completed sample forms from the Housing Office at "no charge". Copies of the forms may be used for subsequent FED actions. A copy of the Housing Court Rules shall be given to all private individuals filing FED actions.

Complaints and all other pleadings shall be typed or printed. Pleadings which are not typed or printed will not be filed. Individual landlords filing evictions form property in Bayview, Perkins Township, and the Village of Castalia shall be required to pay the filing fee, plus a surcharge equal to ten percent (10%) of the filing fee.

Normally, hearing dates should be set within 20 days from the date of filing of the complaint.

Eviction hearings will be set on Tuesdays, Wednesdays and Thursdays at 3:00 p.m. At the time of the eviction hearing, the plaintiff and the plaintiff's attorney (if any) shall be present or the case may be dismissed. No continuances of longer than 7 days will be granted and continuances will only be granted in accordance with Section 1923.08 of the Ohio Revised Code.

If the defendant fails to appear at the hearing for possession, no default judgment on the cause of action shall be ordered unless testimony is taken from the plaintiff regarding the proper form and service of the 3-day notice on the defendants as well as the reason why possession of the property is being sought. If a second cause of action has been filed alleging money damages, after the issue of possession has been determined, the case will be continued for the defendant to answer within 28 days of the filing of the complaint.

In cases where the defendant files an answer, the case will be set for a hearing. If the defendant fails to appear or otherwise defend, default judgment may be entered.

In any hearing before the Housing Court Magistrate, the Ohio Rules of Civil procedures apply. After the hearing, the Magistrate shall prepare a Magistrate's Decision, which may immediately be approved, disapproved, or modified by the judge.

In cases where a writ of restitution is issued, the bailiff will serve the defendant with the writ. Once the writ is served, the landlord may take possession of the property back.

IMPORTANT NOTICE

WHEN FILING AN EVICTION COMPLAINT YOU MUST HAVE THE FOLLOWING:

- 1] THE ORIGINAL COMPLAINT AND COPIES FOR EACH DEFENDANT;**
- 2] THE FILING FEE OF \$105.00 (1 or 2 TENANTS) \$10.00 EACH ADDITIONAL TENANT.**
- 3] INDIVIDUAL LANDLORDS FILING EVICTIONS FOR PROPERTY IN BAYVIEW, PERKINS TOWNSHIP, AND THE VILLAGE OF CASTALIA SHALL BE REQUIRED TO PAY THE FILING FEE, PLUS A SURCHARGE EQUAL TO TEN PERCENT (10%) OF THE FILING FEE.**

WHEN INQUIRING ABOUT YOUR CASE, YOU MUST BE ABLE TO PROVIDE THE CASE NUMBER.

RENT ESCROW PROCESS

Rent escrow is the process that by which a tenant to pay rent to the court instead of the landlord. This process allows a tenant to take action against a landlord to make repairs to a rental property. The specific law that governs this process is found in sections 1923.061, 5321.07, and 5321.08 and Ohio Revised Code.

You may escrow rent if your landlord has violated his repair obligations that materially affect your health and safety. Examples include:

1. Failing to keep electrical, plumbing, or heating in good working order.
2. Failing to supply heat and hot water at all times.
3. Failing to make necessary repairs to make the rental unit livable.

Before you escrow your rent with the Court the law requires the following:

1. You **MUST** give your landlord written notice of the violations. You may either mail it to him or her or deliver it personally. If you want to be sure your landlord receives the notice you may send it by certified mail or "return receipt requested". Always make a copy of the notice before you send it.
2. The notice **MUST** identify the specific violations.
3. You **MUST** give your landlord a reasonable amount of time to correct the violations, about 30 days. If the violations are severe, such as no heat, 48 hours may be considered a reasonable amount of time.
4. You **MUST** be current with your rent. It is important that you always get and keep receipts whenever you pay your rent.
5. The violations must **NOT** be caused by your own actions.
6. The condition **MUST** materially affect ones health and safety. This process cannot be used for purely cosmetic repairs such as mildly peeling paint.

If your landlord has failed to make the requested repairs you may then go to the Clerk of Courts and ask to escrow your rent the next time your rent is due. Bring your rent, the written notice you gave to your landlord, the certified returned receipt (if you mailed the written notice), and rent receipts to show that you are current in rent. You should also request to have the rental unit inspected by contacting your local Code Enforcement office.

The Clerk will give you an application to fill out. Attach the notice to the application.

The Clerk will notify the landlord that you have escrowed your rent. You can petition the court to release the rent to pay for the repairs.

****This information should in no way be construed as legal advice. It is intended only as informational and for the sole purpose of informing the general public of the basic rent escrow process. If you feel you may need legal advice, free legal assistance is available through Legal Aid of Western Ohio (LAWO) for those who qualify. You may contact LAWO by calling the Legal Aid Line at 1-888-534-1432 or you may apply online at www.legalaidline.org.****

DEFAULT JUDGEMENTS

Landlords may obtain default judgments against their tenants for back rent owed. If a landlord is seeking additional reimbursement for damages to the property, or if the tenant appears at the eviction hearing, a second hearing must be held.

IMPORTANT INFORMATION ON DAMAGE CLAIMS

Questions have arisen concerning the information required in the Second Cause of Action of eviction complaints. The Second Cause of Action is the request for damages arising from the tenancy. The First Cause of Action is the request to obtain possession of the property back. The First Cause of action will generally be scheduled approximately fourteen days after the complaint is filed. The Second Cause of Action will be scheduled after the First Cause of Action has occurred and will take place approximately sixty to ninety days after the complaint has been filed.

When filling out the Second Cause of Action, an amount that is owed is requested. That amount should reflect the total amount which is owed at that time, including all rent, utilities and reimbursement for known property damages. It is understood that damages may exist in the rental property which cannot be determined until after the tenant vacates the property. One may attempt to recover these additional damages if the proper language is added to the complaint. If additional damages are anticipated, the following language should be added to your complaint, "Plaintiff further requests compensation for any additional damages which are found accrue after the tenants vacate."

IF YOU DO NOT ADD THIS LANGUAGE TO YOUR COMPLAINT, OR AMEND YOUR COMPLAINT BEFORE THE SECOND CAUSE HEARING, YOUR RECOVERY WILL BE LIMITED TO THE ORIGINAL AMOUNT STATED.

NOTICE TO LEAVE PREMISES

(FOR RESIDENTIAL PROPERTY ONLY)

To: _____ Tenant:

You will please notice I want you on or before _____, 20_____

To leave the premises you now occupy, and which you have rented of _____ situated and described as follows:

_____ in the Sandusky, County of Erie and State of Ohio.

Grounds: _____

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.

_____, Landlord
Date _____ Landlord's Address _____

NOTICE TO LEAVE PREMISES

_____, Plaintiff

VS.

_____, Defendant

MEMORANDUM

One the _____ day of _____
200____, I served the within notice on the within
named _____, Defendant

by leaving a written copy thereof

I, “With him (him (or her or them personally,” or,
“at his (or her, or their) usual place of abode.”

(This notice should be served on the
defendant personally, if he can be conveniently found.)

**IN THE SANDUSKY MUNICIPAL COURT
SANDUSKY, OHIO**

Plaintiff

COMPLAINT

VS.

No: _____

Defendant

FIRST CAUSE OF ACTION

1. Defendants, _____ on or before the _____ day of _____ 20____, as tenants of the plaintiff _____ under a _____ enter upon the following described premises, situated in the City of _____ County of Erie, State of Ohio and known as _____.

2. The term of such tenancy expired on the _____ day of _____, 20____

Or

3. Defendant has violated the terms of such written lease agreement, as follows:

Or

(1) Insert the words applicable: "an oral month to month tenancy," "an oral week to week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A" or such other term appropriate.

4. Defendant has failed to fulfill duties imposed upon defendant by Ohio Revised Section 5321.05 that materially affects health and safety, as follows:

and notice of the termination of the lease agreement as of the _____ day of _____, was given to defendant on the _____ day of _____, 20____ in accordance with Ohio Revised Section 5321.11 and defendant has failed to remedy the condition.

- 2. On the _____ day of _____, 20____, plaintiff__ duly served upon defendant__, in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises. (A copy of which is attached)
- 3. Defendant_, therefore, has even since the _____ day of _____, 20____ and does still unlawfully and forcibly detain the Plaintiff_ possession of said premises.

SECOND CAUSE OF ACTION

5. Plaintiff_ incorporate_ herein by reference paragraphs 1 through 4 of this Complaint as is fully written.

6. Under the terms of the lease agreement, defendant_ agreed to pay plaintiff_ as rent for said premises the sum of \$_____ per _____, Defendant_ has_ failed to pay plaintiff rent for said premises for the period from the _____ day of _____, 20____ and, therefore, is indebted to plaintiff_ in the sum of \$_____

Wherefore, plaintiff_ demands restitution of said premises and judgment in favor of plaintiff_ against defendant_ for the sum of \$_____, with interest thereon from the _____ day of _____, 20____, at the rate of ____ percent per annum and costs.

PLAINTIFF FURTHER REQUESTS COMPENSATION FOR ANY ADDITIONAL DAMAGES WHICH ARE FOUND ACCRUED AFTER THE TENANTS VACATE.

Plaintiff further requests that the Court issue an order requiring defendant to vacate said premises by a specified date

(Plaintiff)

(Phone Number)

(Address)

- (2) This date must be at least 30 days after the receipt of the notice by defendant.
- (3) If damages for breach of any other condition of the lease are claims, the allegations concerning such claims should be inserted above.

IN THE MUNICIPAL COURT OF SANDUSKY, OHIO

Plaintiff

:

:

Case No.

-VS-

Defendants

:

PRECIPE

: : : :

Please cause Writ of Restitution to be issued and served by the Bailiff upon Defendants, _____

_____ Defendant, restoring Plaintiff to the lawful possession of the premises known as _____, Sandusky, Ohio, in all

Accordance with the judgment of this Court.

Plaintiff

NOTICE TO LEAVE PREMISES

(FOR RESIDENTIAL PROPERTY ONLY)

PLEASE LOOK THIS OVER!!

To: Don and Donna Defendants Tenant: _____

You will please notice I want you on or before November 9, 2008

To leave the premises you now occupy, and which you have rented of Paul Plaintiff
situated and described as follows:

House located at 200 Oak Avenue

Sandusky, County of Erie and State of Ohio.

Grounds: non-payment of rent

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.

November 2, 2008

Date

Paul Plaintiff, Landlord

Landlord's Address 100 Main Street

Sandusky, Ohio

NOTICE TO LEAVE PREMISES

Paul Plaintiff, Plaintiff

VS.

Don and Donna Defendant, Defendant

SAMPLE

MEMORANDUM

One the 2nd day of November
2008, I served the within notice on the within
named Don and Donna Defendant, Defendant

by leaving a written copy thereof
with them personally

I, "With him (him (or her or them personally," or,
"at his (or her, or their) usual place of abode."
(This notice should be served on the
defendant personally, if he can be conveniently found.)

**IN THE SANDUSKY MUNICIPAL COURT
SANDUSKY, OHIO**

Paul Plaintiff

100 Main St. Sandusky, Ohio 44870

Plaintiff

COMPLAINT

VS.

Dan and Donna Defendant

No: _____

200 Oak Ave., Sandusky, Ohio 44870

Defendant

FIRST CAUSE OF ACTION

1. Defendants, Dan and Donna Defendant on or before the first April day of 20 07, as tenants of the plaintiff Paul Plaintiff under a (1) written six month lease, a copy of which is attached entered upon the following described premises, situated in the City of Sandusky, County of Erie, State of Ohio and known as 200 Oak Avenue.

2. The term of such tenancy expired on the 30th day of September, 20 07.

Or

3. Defendants have violated the terms of such written lease agreement, as follows:

Defendants have failed to make the rental payment due on June 1, 2007 and all subsequent payments.

Or

(1) Insert the words applicable: "an oral month to month tenancy," "an oral week to week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A" or such other term appropriate.

(4) Defendants have failed to fulfill duties imposed upon defendants by Ohio Revised Section 5321.05 that materially affects health and safety, as follows: Defendants have failed to dispose of their rubbish and garbage in a safe and sanitary manner

and notice of the termination of the lease agreement as of 1st day of November, 2007 was given to defendants on file 1st day of September, 2007 in accordance with Ohio Revised Section 5321.11 and defendant has failed to remedy the condition.

5. On the 2nd day of November, 2007, plaintiff _____ duly served upon defendants, in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises. (A copy of which is attached)

6. Defendants, therefore, have ever since the 9th day of November, 2007 and does still unlawfully and forcibly detain the plaintiff _____ possession of said premises.

SECOND CAUSE OF ACTION

7. Plaintiff _____ incorporate s herein by reference paragraphs 1 through 4 of this Complaint as is fully rewritten.

8. Under the terms of the lease agreement, defendant _____ agreed to pay plaintiff _____ as rent for said premises the sum of \$ 300.00 per month. Defendants have failed to pay plaintiff rent for said premises for the period from the 1st day of June, 2007 and, therefore, is indebted to plaintiff _____ in the sum of \$ 1200.00

Wherefore, plaintiff _____ demands restitution of said premises and judgment in favor of plaintiff _____ against defendants _____ for the sum of \$ 1200.00, with interest thereon from the 30th day of September, 2007, at the rate of 10% percent per annum and costs.

Plaintiff further requests compensation for any additional damages which are found accrue after the tenants vacate.

Plaintiff further requests that the Court issue an order requiring defendant to vacate said premises by a specified date

(Plaintiff)

(Phone Number)

(Address)

7 This date must be at least 30 days after the receipt of the notice by defendant.

8 If damages for breach of any other condition of the lease are claims, the allegations concerning such claims should be inserted above.

IN THE MUNICIPAL COURT OF SANDUSKY, OHIO

Paul Plaintiff

Plaintiff

-vs_

Dan and Donna Defendant

Defendants

:

:

Case No. 00-CV-000

:

PRECIPE

: : : :

Please cause Writ of Restitution to be issued and served by the Bailiff upon Defendants, Dan and Donna Defendant, restoring Plaintiff_ to the lawful possession of the premises known as 200 Oak Avenue, Sandusky, Ohio, in all accordance with the judgment of this Court.

Paul Plaintiff

Paul Plaintiff

Plaintiff

SANDUSKY