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**Landlord/Tenant  
Rights and Responsibilities in Ohio**

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***KNOW YOUR RIGHTS  
AND RESPONSIBILITIES***

*provided by:*

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# TABLE OF CONTENTS

Introduction . . . . .	1
Finding a House/Apartment to Lease/Rent . . . . .	1-2
Landlord's Criteria. . . . .	3
Landlord/Tenant Rights . . . . .	3
Obligations of Landlord . . . . .	4
Obligation of Tenants . . . . .	4-5
Termination of Periodic Tenancies . . . . .	5
Eviction. . . . .	5-7
Eviction by Self-Help . . . . .	7
Counterclaims . . . . .	7
Rent Withholding/Escrow . . . . .	7-9
Rent Increases & Late Charges . . . . .	9
Fair Housing . . . . .	10
Public Housing . . . . .	11
Tenant/Landlord Issues . . . . .	11

## Introduction

A Landlord/Tenant Law went into effect in the State of Ohio on November 4, 1974. It formed the foundation by which questions concerning landlords and tenants could be addressed in a formal manner.

Reference is made in this handbook from State, Federal and Common law principals used by the courts over the years. The information in this handbook is to provide you with a better understanding of the rights and responsibilities of landlords and tenants. Portions of this handbook have been taken from the Ohio Revised Code, (ORC) Chapter 5321.

The law is meant to be fair to both landlords and tenants. It protects a resident from unfair treatment, but it also protects a landlord from unreasonable tenant demands. Lack of money is not an excuse for not paying rent when it is due and the landlord may not be forced to improve his tenants housing conditions under the law. The tenant needs to be prepared to prove his case should be the landlord/tenant relationship break down and the parties end up in court.

It is important to realize that this handbook is not meant to take the place of an attorney. You are encouraged to seek additional information and assistance regarding landlord/tenant issues by contacting:

An Attorney  
Your Legal Aid Office  
The Bar Association  
Medina County Fair Housing Office  
Ohio Civil Rights Commission  
HUD



## Finding a House/Apartment to Lease/Rent

When looking for a house/apartment you should familiarize yourself with the general location, neighborhood, and schools in the area you would like to live in. Once you have identified the area you would like to live in you should start searching for available units. When inspecting a prospective house/apartment you should allow sufficient time to do a complete inspect, this will prevent the element of “surprise” when you move in.

If the landlord promises to pay the tenant to make repairs, the agreement should be in writing and should state the work to be done and the amount to be paid. If the landlord is going to make the repairs himself, a list of repairs and a timeline should also be in writing.

The landlord sets the rent he will charge and any other terms or conditions in a lease agreement. The landlord may also choose or reject a prospective tenant subject to the Fair Housing Laws. In general, leases can be oral, written or implied. Each type is protected under Ohio Law. If the lease is written, all changes should be initialed by both parties. The lease should be signed and dated by both, with each party keeping a copy of the tenant/agreement. The tenant should read and understand the lease prior to signing it. Many tenants never sign a lease. If you don't that does NOT mean you do not have most of the same rights as tenants who have signed leases. If you do not have a signed lease, make sure you know when and where the rent will be paid, and who is responsible for each utility payment. If utilities are to be a shared cost with other tenants, make sure of

the portion you are to pay. Other things you should discuss with your landlord include garbage removal, snow removal, and grass cutting. Make sure you know who to contact in case of necessary repairs, maintenance, and emergency situations like broken water pipes, no hot water, leaking faucets, etc. and who will be responsible for the cost of repairs.

A lease is meant to protect both the landlord and tenant from misunderstandings and simplify the resolution of common problems. The following list identifies areas that should be included in the lease and carefully consider before signing:

**Term** - The time for which the tenant agrees to pay rent to the landlord.

**Rent** - The amount and payment date should be clearly stated and fully understood. If late fees are to be charged the terms for such charges must be included.

**Termination** - A lease may require a tenant to leave if he fails to meet the conditions of the lease. It may also specify conditions which the lease may be terminated (ended) without loss.

**Changes** - Changes may be made by initialing the term in the original lease if changes are made concerning rent, sublease, etc. If the changes are major, both parties should consider creating a new lease.

**Maintenance** - It should be understood who exactly is responsible for what; such as repairs, lawn care, snow and ice removal from sidewalks, driveways, parking lots, and general maintenance definitions and who will be responsible for repairs and costs associated with those repairs.

Be careful if the landlord promises to pay you or reduce your rent if you make repairs. Make sure the amount you will be paid or the amount your rent will be reduced is in **WRITING**. Oral agreements are **NOT** recommended, but if oral agreements are made, try to have a witness to what was said. It is best if the witness is not a relative or close friend, but someone neutral or a member of the tenants' union (if there is one).

Any clause in a lease that is contrary to the provisions of the law may be found unenforceable by the courts. *This applies to provisions that limit a landlord's liability or require a tenant to pay the legal fees of the landlord.*

### **Landlord's Criteria**

The landlord **MUST** always be aware that the Federal and Ohio Fair Housing Laws make it illegal to discriminate against an individual based on certain constitutional criteria (a *protected class*). The Ohio Civil Rights Act states that it is "*unlawful discriminatory practice*" for any person to "*refuse to sell, transfer, assign, rent, lease, sublease, finance, or otherwise deny or withhold housing accommodations from any person because of their race, color, sex, religion, national origin, familial status or handicap.*" The landlord should take great care to use only Fair and Nondiscriminatory criteria when advertising and selecting tenants to rent to. For example: any criteria based upon race, religion, sex, etc., are illegal and should not be a basis for occupancy.

A landlord can request references (*personal or credit*), place of employment and address of last residence, etc., in determining if the applicant will be a suitable tenant. A landlord can request a security deposit as a condition of leasing to a tenant.

### **Landlord/Tenant Rights**

Each party to a rental agreement (landlord and tenant) must follow the terms and conditions of the agreement. The rental agreement defines the rights and obligations of each party.

#### **A landlord has the right to:**

- Receive agreed upon rent on the due date and for the total amount agreed upon as specified.
- End the tenancy with sufficient notice.
- Lawfully evict a tenant who fails to pay rent when it is due.
- Lawfully evict a tenant when he/she refuses to leave the premises after the expiration of the rental agreement.
- Lawfully evict a tenant when they do not perform the duties as described in the rental agreement.

#### **The tenant has the right to:**

- Complain to the landlord (or the authorized agent) about his/her failure to fulfill his legal obligations.
- Complain to an appropriate government agency about a landlord's violation of housing, health or safety code regulations.
- Receive at least three (3) day written notice of the landlord's intent to evict.
- Receive at least five (5) days written notice of an eviction hearing in court.
- Receive notice of the landlord's desire to end a tenancy at least seven (7) days prior to rent becoming due for a week-to-week rental agreement, or at least thirty (30) days prior to rent becoming due for a month-to-month rental agreement. This notice should be in writing.
- To join a tenant's union to bargain with the landlord about the terms of the rental agreement

## **Obligations of Landlords**

The landlords duties are specifically stated in the Ohio Revised Code Section 5321.04. A duty is defined as an obligation, task, conduct, service, or function that arises from one's position. A landlord who is a party to a rental agreement shall:

- Comply with the requirements of all applicable building, housing, health, and safety codes which materially affect health and safety.
- Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
- Keep all common areas of the premises in a safe and sanitary condition.
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by him.
- When he is a party to any rental agreement that covers four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for removal.
- Supply running water, reasonable amounts of hot water and heat at all times, except when the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by the installation controlled by the tenant and supplied by a direct public utility connection.
- Not abuse the right of access.

- Give the tenant reasonable notice of his/her intent to enter only at reasonable times; except in the case of an emergency or if is impractical to do so. Twenty-four (24) hours is presumed to be reasonable notice in the absence of evidence to the contrary.

If the landlord makes an entry in violation of Section 5321.04 of the Ohio Revised Code, or makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful which have the effect of harassing the tenant, the tenant may recover actual damages resulting there from and obtain injunctive relief to prevent the recurrence of the conduct, and if he obtains a judgement, reasonable attorneys fees, or terminate the rental agreement.

## **Obligations of Tenants**

The tenant's obligations are specifically stated in the Ohio Revised Code, Section 5321.05. A tenant who is a party to a rental agreement shall:

- Keep the premises he occupies and uses safe and sanitary.
- Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
- Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- Use and operate all electrical and plumbing fixtures properly.
- Comply with the requirements imposed on the tenants by all applicable state and local housing, health, and safety codes.

- Personally refrain, and forbid any other person who is on the premises with his permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliance supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement.
- Conduct himself/herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.
- The tenant shall not reasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels which are too large for the tenant's mail facilities, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.
- If the tenant violates any provision of Section 5321.05 of the Ohio Revised Code, the landlord may recover any actual damages which result from the violation together with reasonable attorney fees. This remedy is in addition to any right of the landlord to terminate the rental agreement, to maintain an action for the possession of the premises, or injunctive relief to complete access.

## **Termination of Periodic Tenancies**

The landlord or the tenant may terminate a week-to-week tenancy by giving at least a seven (7) day notice or at least a thirty (30) day notice for a month-to-month tenancy prior to the periodic rental date. Notice of intention to move should be **IN WRITING** so that the landlord does not claim additional rent because he did not know of the vacancy. The landlord is bound by the same notice requirements.

**No reason need be given a tenant or landlord as long as proper notice is given to the other party.**

**However**, if you have a lease, you have an agreement to stay in your house or apartment until the lease expires. If you leave before the end of the lease, you may have to pay the landlord some or all of the rent due for the months you are not living there.

## **Eviction**

Most tenants are evicted from leased premises pursuant to the statutory proceeding called "*forcible entry and detainer*". A forcible entry and detainer action is a statutory remedy which provides a summary method for a landlord to obtain restitution of possession of the leased premises.

Some eviction proceedings must take place in a court of law, the early assistance of an attorney is recommended. A landlord may bring an eviction against the tenant for the following reasons:

- The tenant is in default of the rental payment.
- The tenant remains after the lease has run out.

- Failure to fulfill other conditions of the lease (See “Obligations of Tenants”)
- The tenant is in violation of the lease agreement.
- Necessity for remodeling or demolition to comply with specific health or building codes.

To bring an eviction action for non-payment of rent to court . . .

The landlord **MUST** give the tenant a 3-day notice to vacate. If the landlord attempts to begin an action in forcible entry and detainer without providing the tenant with the 3-day notice to vacate first, the action will be defeated.

**The tenant does NOT have to move out in 3 days.**

If the tenant still has not vacated at the end of three days, and the rent remains unpaid, the landlord can file a “forcible entry and detainer complaint with the Clerk of Courts of the Municipal Court.

The tenant will receive a copy of a “Summons in Action for Forcible Entry & Detainer” and a “Statement of Claim”, which will give the reasons for the eviction. A hearing may be scheduled as soon as five (5) days after the tenant received the summons. *The tenant should consult with a legal representative before getting the summons.*

At the hearing, the tenant and the landlord will both be able to present their case to a court magistrate. If the magistrate agrees with the landlord that there is a legal reason to evict, he will order the tenant to vacate.

If the judgement is in the landlords favor, the tenant has about ten (10) days

from the date of the court hearing to stay at the premises before the bailiff will oversee the removal of the tenant’s belongs. (Landlord must **NOT** remove any of the tenant’s possessions himself).

**Note to Landlords:** Make certain that the 3-day eviction notice includes the following words prominently printed or written to be valid:

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.

At least five (5) days before the eviction is set to be heard in court, the tenant must be given, by the office of the Clerk of Court, a copy of the complaint and a summons stating the date of the court hearing and containing the following language:

A COMPLAINT TO EVICT YOU HAS BEEN FILED WITH THIS COURT. NO PERSON SHALL BE EVICTED UNLESS HIS RIGHT TO POSSESSION HAS ENDED AND NO PERSON SHALL BE EVICTED IN RETALIATION FOR THE EXERCISE OF HIS LAWFUL RIGHTS. IF YOU ARE DEPOSITING RENT WITH THE CLERK OF COURT, YOU SHALL CONTINUE TO DEPOSIT SUCH RENT UNTIL THE TIME OF THE COURT HEARING. THE FAILURE TO CONTINUE TO DEPOSIT SUCH MONEY MAY RESULT IN YOUR EVICTION. YOU MAY REQUEST A TRIAL BY JURY. YOU HAVE THE RIGHT TO SEEK LEGAL ASSISTANCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY CONTACT YOUR LEGAL AID OFFICE.



If the tenant does not show up at the eviction hearing, the court, in most cases, will order the tenant to vacate and pay any rent due the landlord.

**NOTE:** For an eviction for other than non-payment of rent. The landlord should give a 30 day notice and then a 3-day notice, if the tenant does not vacate the housing unit. A 30-day notice should be given on or before the periodic rental date.

## Eviction by Self-Help

Self-Help eviction is prohibited! Whether or not a tenant's right to continue use of the premises has ended, a landlord may NOT shut off utilities, change locks, or seize a tenant's personal property. The fact that a tenant falls behind in rent does not release the landlord from any legal obligations.

If a landlord does any of the above, the tenant should contact an attorney and seek immediate action from the court.

A landlord can only legally regain the control of the premises by properly filing for and obtaining judgement for an eviction.

## Counterclaims

If recovery of rent is requested from the Court or if eviction is sought for non-payment of rent, the tenant may still file a counterclaim against the landlord for violation of the rental agreement, violation of the law, or failure to keep the building habitable. The Court may order the rent be paid to the Court for eventual equitable disposal.

There are many possible different defenses to an eviction, including:

- You offer the rent, but it was refused.
- You paid part of the rent that was due and the landlord accepted it.
- You paid this month's rent, although you still owe for a previous month.
- Your landlord is trying to evict you because you exercised your rights.
- Your landlord did not give you the required "Notice to Leave the Premises"

NOT HAVING THE MONEY TO PAY RENT IS NOT A LEGAL DEFENSE.

## Rent Withholding/Escrow

**Repairs** - While most landlords keep up their end of the rental agreement, there certainly are those who do not. If the landlord fails to fulfill any of his obligations, the tenant may bring suite for damages, as well as have the deficiencies corrected.

If you make repairs to the dwelling unit, your landlord will not be required to pay you for the work you did unless he signed a written agreement or you can convince the court that he made an oral promise to pay you.

Most tenants may also utilize certain rent withholding provisions of the law. The only time tenants are **NOT** permitted to use this procedure is if their landlord owns three or fewer rental units and he has delivered written notice of this fact to the tenant at the time of initial occupancy, or if the tenant is not current with his/her rent.

Rent withholding may only be done under a court order. If there is no court order, notify the landlord in writing, keep a copy for your records, preferably send the original letter by certified

mail, of the conditions to be corrected and a request for the corrections to be made. The Clerk of Courts requires the tenant to show proof of their written 30-day notice to the landlord, so the tenant must take the return receipt card to the Clerk's office stating that the landlord received the notice. It is highly recommended that the tenant make a copy of the letter to the landlord and send the original letter to the landlord by certified mail.

If after a reasonable period of time (30 days maximum depending upon the urgency of the problem), the landlord has not corrected the problem stated in the tenant's written notice to the landlord, the tenant (whose rent MUST be up-to-date) may then deposit the rent with the Clerk of Courts.

If the problem is not corrected after payment of rent to the court, you can ask the court to reduce your rent until repairs are made or to order the landlord to make repairs. These are extreme remedies that the court will not give very often.

A tenant also has the right to cancel the lease if the landlord has not made repairs but only if all the steps in these sections are followed and if the problems significantly affect health and safety.

**Retaliation** - Retaliation prevents a landlord from living up to his obligations and duties to make repairs and respond reasonably to legitimate complaints of a tenant by attempting to eliminate such tenant. A landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or threatening to bring an eviction action because:

- The tenant has complained to a governmental agency about a code violation by the landlord.
- The tenant has complained to the landlord that he has failed to fulfill his obligations.
- The tenant has deposited his rent in escrow with the Clerk of Courts.
- The tenant has joined with other tenants to negotiate with the landlord as in a tenant's union or organization.

A tenant is also entitled to damages and legal fees if the landlord seeks to retaliate. If, however, the Court finds that the condition complained of was due to an act or omission of the tenant, or that the tenant intentionally acted in bad faith, the tenant may be required to pay damages to the landlord.

Subject to the terms of the lease or agreement, a landlord may increase rent to cover additional costs without being found guilty of retaliation.

**Security Deposit** - When the apartment is rented, the landlord will often ask for a one-month security deposit in addition to the month's rent paid in advance. In order for the deposit to be returned, the apartment must be left in essentially the same condition as it was received. A landlord may retain only that portion of a tenant's security deposit necessary to pay for past rent or for damages done to the apartment.

Make sure you leave the dwelling unit clean, remove all property, clean oven and refrigerator, and leave the unit in the condition so a new tenant could be expected to move into it.

Normal wear and tear (*for example*, peeling paint, plumbing or appliances

that break down from regular use), is not the tenant's responsibility.

Upon moving out, the tenant should go through the apartment with a witness, and if possible, with the landlord and make a list of damages and take pictures.

The tenant should return the keys to the landlord and provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent.

If the landlord keeps any of the security deposit for damages, he must give the tenant an itemized written account of the costs, along with a statement of the amount due. If, after 30 days, the landlord does not return the deposit, or if the tenant feels that some portion of the deposit has been wrongfully withheld, the tenant may sue for double the amount wrongfully withheld, and reasonable attorney's fees. Security deposit claims for \$2,000 or less may be brought by the tenant in Small Claims Court, without an attorney.

Remember, if any rent was due when the tenant moved the landlord has the right to deduct that amount from the deposit.

**Take Note** - Section 5321.16 of the Ohio Revised Code states, in part, that if a security deposit is in excess of fifty (\$50.00) or one month's rent, whichever is greater, and the tenant resides in the unit longer than six (6) months, the landlord is required to pay INTEREST on that amount which is greater than the monthly rent. The interest should be paid on an annual basis.

Failure to leave a written forwarding address does not forfeit the tenant's right to the security deposit, but forfeits the right of double damages and legal fees.

## **Rent Increases & Late Charges**

There is no governmental control over rent in Ohio, except in subsidized housing programs. Landlords may increase the rent any time they want unless there is a lease preventing it. In a case of a lease, landlords may not raise the rent during the term of the lease agreement. If no lease is involved, a landlord may raise the rent by giving a 30-day notice in a month-to-month tenancy, prior to the start of the rent raise or a 7-day notice in a week-to-week tenancy. A landlord may not increase the rent in an attempt to discriminate or retaliate against a tenant.

The Ohio Landlord Tenant Law does not specifically address the issue of late charges. Late charges may be addresses as a part of the rental agreement. Late charges may not be unconscionable (unfair) in their intent or application.

### **Who Can Help?**

**Lawyers** - You usually will not need a lawyer unless you go to court. A lawyer or the other agencies listed in this section can give you advice about your rights. If you do not have a lawyer, you can call the Bar Association in your county. They will refer you to an attorney. If you have a low income, you may qualify for free legal assistance from your local legal aid office. To receive assistance from Legal Aid you MUST meet their income guidelines.

**Emergency Assistance** - The Medina County Job & Family Services may be able to help you stay in your unit or help you move into a new apartment. Talk to your caseworker or an attorney.

**Building Inspector or Health Department** - As a tenant, you can call the Building/ Housing inspector (you would have to call the building inspector that is responsible for the jurisdiction you live in) or the County Health Department for your area to inspect your unit whenever you think repairs should be made. An inspection report could be good evidence to present in court. You could have even better evidence if the inspector comes to court with you.

**Tenant Unions** - If your apartment does not have a tenants' union, there may be one for the city you live in.

**Medina County  
Bar Association**  
330-725-9744

**Medina County Legal Aide**  
1-800-998-9454

**Medina County  
Job & Family Services**  
330-722-9300

**Medina County  
Building Department**  
330-722-9220

**Medina County  
Health Department**  
330-723-9523

**Medina County  
Fair Housing Office**  
330-722-9219

**Ohio Civil Rights Commission**  
1-216-787-3150

## Fair Housing

Fair Housing means equal and unrestricted housing choices in the same housing market for all person of similar income levels regardless of race, color, religion, sex, national origin, handicap or family status. It is guaranteed by the Federal Government under the Fair Housing Law, Title VIII of the Civil Rights Acts of 1968, and the Fair Housing Amendments Act of 1988.

Housing discrimination is illegal. Anyone who can afford to pay should be able to rent or buy housing of their choice. You cannot be denied a place to live or given different terms or conditions when renting or buying based upon your race, color, religion, sex, national origin, handicap or family status.

Reporting suspected housing discrimination helps you and everyone else who has been or may be treated unfairly. To help you recognize efforts to deny your housing opportunity, you should watch for the following:

- The story you are told in person is different from the information given over the telephone.
- The sign is still up or the ad is still listed in the newspaper, although you are told the apartment or house has been rented.
- The manager suggests that you would be happier somewhere else.
- You are offered different rental terms or conditions than someone else.

Generally, the law applies to all multi-family dwellings. Certain exceptions apply in housing for older persons.

If you notice any of these warning signals or suspect that you have been discriminated against while looking for a house or apartment, call the Medina County Fair Housing Consortium or the Ohio Civil Rights Commission to file a complaint.

## **Public Housing**

Tenants who live at any Metropolitan Housing Authority Project, who rent through the Section 8 program, or live in other government subsidized housing have all the same rights as other tenants and *additional rights* too.

In all of the programs, the landlord may not evict a tenant unless he has good cause. That means a landlord may not simply give you 30 days to move. He must have a strong reason. However, when a lease is up, the landlord has the option of not renewing the lease and requesting the tenant to move.

Tenants in public housing who rent directly from the Housing Authority also have a grievance procedure that permits them to challenge actions by the Housing Authority. Grievances can be filed about any problem: bad maintenance, improper charges for damages not the tenant's fault, even to challenge an attempt to evict.

## **Tenant/Landlord Issues**

Tenants have the right to live in a safe dwelling. If there are repairs to be made you must follow the following steps for corrective actions:

You **MUST** send a detailed letter to the landlord stating the exact problems that are to be corrected. It is advisable that you send the letter certified mail with

a return receipt. Keep a copy of the letter and any attachments.

You **MUST** give the landlord 30 days to correct the problems.

If corrective action is not taken you may file with the Municipal Court.

**To file:** Contact the Municipal Court that has jurisdiction where you live.

You will file with the civil division of the municipal court.

You are responsible for writing the complaint; this should be very detailed listing the exact problems, copies of any and all correspondence between the landlord and the tenant, include any inspections that you may have done.

There may be a fee for filing and a cost for making copies of the complaint. You will have to check with the court for the exact amount due.

The court will then advise you what the next steps are and how long it will take.

You do not need an attorney to file with the court.

**Courts:** Medina Municipal Court  
135 North Elmwood  
Medina, OH 44256  
330-722-7313, ask for the Civil Division

Wadsworth Municipal Court  
120 Maple Street  
Wadsworth, OH 44281  
330-335-1596, ask for the Civil Division