

Your Rights and Duties as a Tenant



Presented by:

**Advocates for Basic Legal Equality, Inc.
& Legal Aid of Western Ohio, Inc.**

Your Rights and Duties as a Tenant

Know Your Rights

This brochure will assist you in knowing and understanding your rights as a tenant. The information provided is intended as a guide to help you handle the kinds of problems that might arise between you and your landlord. Awareness and understanding of your rights as a tenant are important tools you can use when working out differences with a landlord.

Never let your landlord scare you into thinking that he or she knows all of the laws – and that as a tenant you must do whatever the landlord requires of you. In fact, you might think that your landlord has all of the rights and you have none. Wrong! You have rights too and if you know what they are, you can protect yourself. This brochure is a general description of your rights as a tenant. There also may be other courses of action you can take – you may want to contact an attorney to determine what they are.

Government Subsidized Housing Programs

Those who rent through the Section 8 program, or who live in other government subsidized housing, have all of the same rights as other tenants. In fact, you have additional rights and protections under Federal law. Please contact an attorney to help determine how to make use of your rights.

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If you have questions that are not answered by reading this brochure, you may want to talk with someone who can provide you with more information. For legal assistance or to ask questions about this brochure, call Legal Aid Line of Western Ohio at 1-888-534-1432 if you live outside Lucas County, or 419-724-0460 if you live within Lucas County. Legal Aid Line is a service of Advocates for Basic Legal Equality, Inc. (ABLE) and Legal Aid of Western Ohio, Inc. (LAWO).

Words You Should Know

These are words commonly used in rental and lease agreements.

Eviction Notice – (also called a “Notice to Leave the Premises”) a notice from the landlord demanding that the tenant move out for a specific reason, such as non-payment of rent or breaking the rules of the lease.

Grace Period – a short period of time after the rent is due when the tenant may pay rent without penalty. **Example:** If rent is due on the 1st of each month, but the lease states the tenant is not late until the 4th of the month, the “grace period” is from the 1st through the 4th, or 3 days.

House Rules – specific rules required by the landlord. These are in addition to normal or common terms of the lease.

Lease – normally a written legal agreement between the landlord and tenant that states specific terms of the agreement, such as date, rental period, monthly rent, date due, name and address of landlord, rules for use of the residence and so forth. However, sometimes a valid lease may be a spoken agreement. This type of lease is sometimes called an oral lease.

Lessee – the person renting the apartment from the landlord. Also referred to as the tenant.

Lessor – the manager or owner of the rental unit. Also referred to as the landlord.

Premises – the rental unit and grounds.

Provisions – parts of the rental agreement or lease agreement.

Rental Agreement – a written or oral agreement to rent a specific property for a certain time period and fee. Also called a lease.

Security Deposit – an amount of money paid by a tenant upon agreeing to rent a residence. This money can be used by the landlord to cover damages to the apartment made during the rental period. The money can also be used to cover any back rent you might owe.

Sleeping Room – furnished bedroom with no cooking facilities. The bathroom may be shared.

Studio/Efficiency Apartment – a large room that serves as a living area by day and a bedroom at night. A compact kitchen is usually included.

Sublease (Sublet) – to allow another person to move in and take over the tenant's part of the lease if the original tenant must move out before the end of the lease period. A tenant normally needs the landlord's permission to sublet.

Tenant – the person renting a residence from the landlord. Also referred to as a lessee.

Terms (of the Lease) – the specific items in the lease about which the landlord and tenant agree. Some “terms” may be negotiated, such as date rent is due, or which utilities are included in the monthly rent.

Violation – a breach of the lease/rental agreement by the landlord or the tenant. *Example:* The lease states that no pets are allowed on the premises; a tenant who gets a cat is in “violation” of the terms of the lease.

Note: If the pet is medically necessary, the landlord’s refusal to allow the pet, after a proper request, may be a violation of state and federal fair housing laws that may allow the pet as a “reasonable accommodation” for an individual’s disability. For example, a blind individual should be allowed to have a guide dog regardless of a pet prohibition in a lease/rental agreement.

Waiver – a statement in a lease to give up certain rights or provisions. A waiver can be in writing or by certain actions or inactions by the landlord or the tenant. *Example:* A landlord may “waive” the right to expect rental payment on the 1st of the month, if he or she accepts rent every month on the 5th of the month instead.



Moving In

Although most tenants sign a written lease when renting an apartment or house, it is not required. If you do not sign a lease, you are still entitled to most of the same rights as a tenant who has signed a written lease. A lease is prepared by your landlord to protect his or her rights, but every lease gives tenants some rights. Be aware that a court will not enforce some of the things the landlord has written into your lease if they are improper.

Before signing a lease, be sure it shows:

- the amount of rent,
- the landlord's name and address, and
- when the lease begins and ends.

If you do not have a lease, be sure the landlord provides you with his or her name and address. It is very important that you know when to pay your rent and where to send it, as well as what utilities you are required to pay and what the landlord will pay. If you would like assistance with reviewing your lease before you sign, contact Legal Aid Line of Western Ohio at **1-888-534-1432** toll-free or **419-724-0460**.

Anything in writing will protect you because the landlord will not be able to deny something he or she gave you in writing. When a spoken agreement is made, try to have a witness who can testify later about what was said.

If there are things in the apartment or house needing immediate repair, it is a good idea **NOT** to move in until the repairs are completed. Be sure to inspect the following:

- **Water** – Look for enough water pressure and be sure there are no leaks at all faucets and toilets.
- **Electric** – All outlets and lighting fixtures should be covered and work properly.
- **Windows** – Make certain they open, close and lock properly.
- **Appliances** – If provided by the landlord, appliances should be clean and in good working order.



If for some reason you need to move in before repairs are made, and the landlord promises to make the repairs, make a list of repairs that you feel are needed and give it to the landlord. Always keep copies of any papers you give the landlord and ask the landlord to sign and date your copy. Also, be sure to ask the landlord if he or she has received any notices of housing code violations.

Be careful if the landlord promises to pay you to get the repairs made. Be sure that the amount he or she agrees to pay is clear, and get the promise in writing. Make sure all written promises are signed and dated by both you and the landlord. Keep a copy for your records.

Paying Rent

You must pay your rent on time. Even if you have a lease, a landlord may force you to move out if you do not pay your rent on time.

If you have a written lease, the amount of your rent cannot be changed until the end of the lease. However, some written leases are month-to-month or even week-to-week and can be changed each month or week with proper notice.

If you do not have a written lease, your landlord can raise your rent by any amount, as long as you are provided a notice before the next time your rent is due. If you are a month-to-month tenant and your rent is due on the first of each month, you will need to be provided at least a 30-day notice before a rent increase can take effect. For example, on May 15 your landlord tells you that your rent will be raised from \$400 to \$450. That date is less than 30 days before June 1, so the new rent amount is not due until July 1.

Make sure you get a receipt each time you pay your rent. Do not agree to have a receipt sent by mail. If you pay by check or money order, keep your cancelled check or your copy of the money order, which will help prove the rent was paid. If you pay cash and the landlord does not have a receipt, you can create one. On a piece of paper, write the amount that you paid and the date. Have the landlord sign it.

What the Law Requires of Your Landlord

Whether or not you have a signed lease, by law your landlord must do certain things – even if they are not stated in a lease.

Your landlord must:

- comply with the requirements of all applicable building, housing, and health and safety codes that significantly affect your health and safety;
- make necessary repairs in order for your apartment or house to be livable;
- keep all electrical, plumbing, heating and ventilation systems in good working order;
- supply hot and cold running water and heat at all times;
- keep hallways and stairways safe and clean;
- provide garbage and waste containers and arrange for trash removal for any structure with four or more dwellings in the same building; *and*
- provide at least 24 hours notice before entering your apartment. **A landlord cannot enter at any time for any reason without giving you notice first, except for an emergency.** In fact, even if notice is provided there must be a legitimate reason to enter, such as making repairs.

What the Law Says Your Landlord Cannot Do

A landlord cannot take away your rights under Ohio law.

- If you complain to your landlord or to the city about a code violation or violation of the landlord's duties under Ohio law, it does not give your landlord the right to increase your rent, decrease your services, or threaten you with an eviction.
- If you form or join a tenant group, it does not give your landlord the right to increase your rent, decrease your services, or threaten you with an eviction.
- Your landlord is not allowed to shut off any of your utilities, change the locks on your apartment, or threaten to have any of these things done to make you move out of your apartment.
- Your landlord cannot enter your apartment or repeatedly demand to enter without a good reason and without giving you prior notice, unless there is an emergency. You are the only one who can let someone in your apartment.
- Your landlord cannot stop you from having guests who have been given permission by you to visit.

Even if you are behind in your rent, your landlord does not have the right to do any of these things. If your landlord ignores the law and does any of the things listed, see a lawyer immediately. You have the right to sue your landlord for all of your damages, plus attorney fees. Some of these actions are also considered a crime – burglary (for entering without permission) and theft (if your property is removed).

What the Law Says You, the Tenant, Must Do

Besides paying your rent on time, you have other legal obligations as a tenant. In general, you must not damage the rental unit. Specifically:

- Keep your apartment or house safe and clean.
- Dispose of trash and garbage in a clean manner.
- Keep all appliances in good working order. Reasonable wear and tear is expected.
- Keep the electrical and plumbing fixtures clean and use these fixtures properly.
- Do not damage the apartment or allow guests or visitors to cause damage.
- Do not disturb other tenants.
- Permit your landlord to enter your apartment if you are provided at least 24 hours notice and if there is a good reason for the landlord to enter your apartment.
- Do not allow any guest or member of your household to possess or sell drugs.





You are responsible to your landlord for any damages you or your guests cause. Your landlord can take the cost of repairs out of your security deposit when you move, as well as sue you for any additional damages. You are not responsible for normal wear and tear such as walls that routinely need to be repainted or plumbing fixtures that break down because of regular use.

Your landlord can evict you if you do not meet your obligations. To evict you for a violation that affects health and safety (other than your failure to pay rent), your landlord must provide you with written notice of the problem and give you 30 days to correct it. If you do not fix the problem within 30 days, your landlord can begin an eviction action in court. However, for non-payment of rent or drug violations, you may only be given a 3-day notice, and then be taken to court for eviction.

Example: If you have garbage in your apartment that attracts rats, the landlord must tell you and give you 30 days to clear the trash away.

Rent Escrow and Other Things You Can Do About Problems with the Condition of Your Apartment

The only time you do not have to pay rent to your landlord is when you pay it to the court. This is called a rent escrow. Rent escrow is a procedure that, when **followed properly**, allows a tenant to take action against a landlord to make repairs at a rental property.

Before you escrow rent, you must do everything described below – otherwise you have not followed rent escrow procedure and your landlord may be able to force you to leave.

If your landlord has not made repairs and they significantly affect your health and safety (for example, not fixing a furnace in the winter), you should provide written notice of the violation(s) to the landlord. The notice should say exactly what the problems are. (Be sure to keep a copy of this notice.) You should send the notice to your landlord by certified mail, with a return receipt requested, or you can deliver it in person with a witness present.

If the problems have not been corrected within a reasonable time, you can pay your rent to the court. A reasonable time is defined by how much trouble the problem causes and the time it would take to fix the problem. But a reasonable time cannot exceed 30 days. You must wait a reasonable time before you pay rent to the municipal or county court.



If your rent is due before the 30 days have ended, pay your landlord. **You must be current with your rent if you want to use rent escrow.** After a reasonable time or the 30 days has gone by, you may pay your rent (on or before the day your rent is due) to the Clerk of the Courts. When you go to the Clerk's office, take an old rent receipt and a copy of the notice you gave to the landlord. You will need to show proof, and perhaps swear under oath, that you are current with your rent and you have given the landlord written notice to make repairs. You must fill out a form describing the items you want repaired and ask the court for a hearing. You can continue to pay your rent to the court until the landlord makes the repairs or there is a hearing.

When a Landlord Ignores Repair Requests

If the problem is not fixed after you have paid your rent to the court and the landlord knows that you have paid your rent to the court, you may then **ask the court to reduce your rent** until repairs are made. You can also ask the court to order the landlord to make the repairs or to order that the escrowed rent be used to make the repairs.

You could also request the court to cancel your lease if your landlord has not made repairs, but only if you have done the following:

- proof of written notice to the landlord
- a reasonable waiting period
- current with your rent
- payment of rent to the court, and the problem is found to significantly affect your health and safety.



There will usually be a court hearing scheduled. You will be notified of the hearing. You can bring a lawyer, but if you do not bring a lawyer, be sure to bring proof to the hearing (escrow payment receipts, proof of written notice, photos, repair bills, etc.)

You also have the right to **notify the building, housing, or health department** of any problems. As a tenant, you have the right to request an inspection of the apartment or house that you are renting. **If the conditions create a serious health or safety risk, the city inspector may order you to move out until the landlord makes the needed repairs.**

You and other tenants of the same landlord can **form a tenants union or association**, which gives you the chance to work together to solve landlord problems. As a group you can give notice of the repairs needed in your building, and if necessary, you can all escrow rent. **The landlord cannot evict you for joining a tenants union.**

You also have the right to **sue your landlord for damages**; for example, if a broken furnace is not fixed and your child becomes sick. Be sure you have proof of the damages so you will be able to convince a judge or a jury. Take pictures and have witnesses inspect the apartment. The best witnesses often are people who are not related to you or who are not even close friends. An inspection report can be used to prove violations of the landlord's obligations.

If you make repairs to the apartment, your landlord does not have to pay you for the work unless it was agreed to in advance. **Remember to always get an agreement in writing and keep a copy for yourself.**

How to Handle Conflicts with Your Landlord

If your landlord locks you out of your apartment without a court order, you can get a court order that allows you to move back. If you are locked out and must get in to claim your property, you can enter the apartment, but it is your responsibility to leave it secure and undamaged.

If your landlord agreed to pay for the utilities and then has them shut off, you may be able to transfer the utility bills into your own name to continue utility service.

If your landlord takes your possessions, you can sue in Small Claims Court. Ask the court to order him or her to either return the property or pay you damages. Or you can get an order from the municipal or county court for return of your possessions.

Be prepared to prove your case.

- Keep all rent receipts.
- Make copies of all notices you give the landlord and the ones he or she gave you.
- Put all agreements in writing and have your landlord sign them.
- Witnesses are persons who can testify in court about what they saw or heard. The best witnesses are those who are not relatives and who have no financial interest in your case.



Eviction – When Your Landlord Wants You Out

If you do not have a written lease, your landlord can end your rental agreement the same way you can – by giving 30 days notice if you pay your rent monthly, or seven days notice if you pay weekly.

If you have a written lease, you can stay in the house or apartment until the lease ends, unless the landlord proves you have violated the lease. At the end of your lease, you can probably stay unless your landlord gives you a notice to vacate. Be sure to read your lease carefully about your right to stay after the lease ends.

Your landlord can evict you:

- if you do not pay your rent when it is due;
- if you stay in your apartment without paying rent after your lease ends;
- if your landlord gives you a notice to move and you stay in your apartment past the deadline;
- if your landlord gives you a notice to correct a condition in your apartment and you do not correct it within 30 days; *and/or*
- if you violate a reasonable and fair term of your lease.

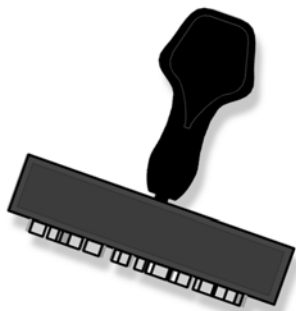
In order to evict you:

- The landlord must give you a “Notice to Leave the Premises” This is sometimes called an Eviction Notice. This will tell you to move, usually in three days, or else and eviction action may be started. You don’t have to move out in three days, but if you agree with the reason the landlord states for wanting you to leave, you should begin looking for a new apartment. When you receive a notice to leave the premises you should talk to a lawyer right a way.
- If you are being evicted because a foreclosure action has been filed against your landlord you have additional rights. A new federal law- called the Protecting Tenants at Foreclosure Act – took effect May 20, 2009. Tenants who are being evicted because the landlord is losing the house of apartment building to foreclosure may now be entitled to remain for the rest of their lease. Tenants in most case where the landlord is being foreclosed also will be entitled to at least 90 days notice before an eviction action bases on the foreclosure can be filed. (But you could still be evicted more quickly if you stop paying the rent or violate your lease or rental agreement for reasons not related to the foreclosure).

Contact an attorney for advice on how this new law may help protect you if:

- you hear that a foreclosure has been filed against your landlord,
- you receive an eviction notice and you know a foreclosure has been filed against your landlord, *or*
- if the sheriff comes to your home and tells you that you must move because of a foreclosure action against your landlord.

- Anytime following the three days after your landlord gives the notice to leave, your landlord can go to court and begin an eviction lawsuit. To legally evict you the landlord must file a complaint with the court against you. A hearing will be scheduled in approximately two weeks or less.
- After the landlord files a complaint, you will receive a copy of a “Summons in Action for Forcible Entry and Detainer,” and a “Statement of Complaint,” which will give the reasons for the eviction. A hearing may be scheduled as soon as seven days after you receive the summons.



EVICTED

What to Expect at an Eviction Hearing

At the hearing, you and the landlord will both be allowed to tell your side of the story to the court. If the judge agrees with your landlord, he or she will order that you be evicted. If the landlord wins the lawsuit, you will have to move. Usually you will get seven to ten days to move. Be sure to ask the judge for the full seven to ten days. If you need more than seven to ten days to find a new place only the landlord can decide to give you more time. If you are not out of the apartment or house within seven to ten days, a bailiff can legally move you and your property onto the street (also called a set out.)

What Should You Do if You Receive a “Notice to Leave Premises”?

- If you agree with everything in the landlord’s “Notice to Leave,” you should prepare to move within two or three weeks unless you can get the landlord to agree to let you stay longer. Be sure to get any agreement in writing.
- If you agree with the “Notice to Leave,” but you also think the landlord did things wrong, you may be able to prevent the eviction. You have the right to bring a counterclaim for damages against the landlord. **If you think you have a counterclaim, you should immediately consult a lawyer.**
- If you disagree with the “Notice to Leave,” and you have not already talked to a lawyer, you should do so right away. There are many possible defenses to an eviction, including:
 - ❖ You offered your rent on time, but it was refused.
 - ❖ You paid part of the rent that was due and your landlord accepted it.
 - ❖ You paid the current month’s rent, although you owe for a previous month.
 - ❖ Your landlord is trying to evict you because you exercised one of your rights, and you are current in your rent.
 - ❖ Your landlord did not provide you with the required “Notice to Leave Premises.”

Note: If your landlord did not follow proper procedures, there may be some other defenses to a non-payment of rent claim or to other claims against you. You need to discuss these with a lawyer.

It is not a defense if you did not pay your rent because you did not have the money.

Sometimes in an eviction, landlords will also ask the court to order you to pay rent that the landlord says you owe. Read the papers carefully. Is the landlord asking the court to order you to pay in addition to making you move? If yes, you must file an answer to the court within 28 days of the day you received the court summons. If you do not file an answer, a judgment may be entered against you for all the money the landlord requested, even if you show up in court. A lawyer should help you prepare your answer.

If you do not go to court or if you go to court and lose your case, you will have to move out of your apartment or house within seven to ten days. If you do not move, the landlord could have a bailiff move you and your property into the street (also called a set out.)

Moving Out – When You Want to Leave

If you have a written lease, you made 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 your landlord some or all of the rent for the months you are not living there.

You may not have to pay any rent after moving out if:

- The landlord agrees to let you sublet your apartment and the person who takes over the apartment pays the rent on time. If the rent is not paid on time, your landlord can require you to pay for the months the new tenant misses.
- The reason you are moving is that your landlord has broken the terms of the lease or has violated an obligation. You must also have given 30 days notice to fix the problem and it was not fixed.
- You work out an agreement with the landlord. Get the agreement in writing and keep a copy.
- The landlord has already leased the apartment to someone else for the same amount of rent or more.

When a lease is over, it does not necessarily mean you can just move out. Read your lease agreement: it might require you to give 30 or more days notice to your landlord before you move. If you want to stay, your landlord may want you to sign a new lease or make you a month-to-month tenant. Then, in order to leave, you are required to give 30 days notice.

If you do not have a written lease, you must give your landlord advance notice that you plan to move. If you pay your rent monthly, the notice must be 30 days before the next time your rent is due; if you pay once a week, the notice can be given only seven days in advance. If you move without giving proper or full notice, the landlord will be able to keep part of your security deposit as rent for the last month or part of the month. Be sure to read the section on “Getting Back Your Security Deposit” before you move.

Getting Back Your Security Deposit

Your landlord can ask you for a security deposit. When you move, the deposit may be kept by the landlord to cover any unpaid rent or damages to the apartment.

You can prepare to get your security deposit returned to you. Before you move into your apartment or house, inspect the apartment with someone who can be your witness and, if possible, with your landlord. Make a written list of the defects, give a copy to your landlord and ask for a written statement that he will correct them. Take photographs of the defects. When you move out, be sure the apartment is clean. Remove all of your property, clean the appliances, and leave the apartment in good enough condition that a new tenant could move in immediately. Normal wear and tear, like peeling paint or plumbing or appliances that break down from regular use, is not your responsibility. Anything damaged by you or misused is your responsibility. Go through the apartment again with a witness (the same one as before) and, if possible, your landlord. Make another list of damages. Keep copies of the list. Take photographs.

Return the keys to your landlord and provide your new address in writing. You are not considered moved out if keys are not returned to the landlord, and you may be liable for rent as long as you have the keys.

Within 30 days after you request your security deposit, your landlord is required to return the deposit or send you a written statement explaining in detail why the deposit (or any part of it) was not returned.

Suing Your Landlord

If you are not satisfied with the amount of your security deposit the landlord returns, or if no part of the deposit is returned, you have the right to sue your landlord in Small Claims Court. Remember: if any rent was due when you moved, the landlord has the right to deduct that amount from the deposit. You should not need a lawyer to sue your landlord, but you may want to talk to one before you go to court. If you get a lawyer and win the case, the court may order the landlord to pay your attorney fees, if any.

The amount of money for which you sue depends on how much you think was improperly kept by the landlord. If your landlord does not respond at all within the 30 days, you have the right to sue for double the wrongfully withheld portion of the security deposit. If you win, the landlord can be ordered to pay a reasonable lawyer fee.

**To win the case, you will need evidence to convince the court.
Take the following things to court with you:**

- a receipt showing that the deposit was paid;
- receipts for all your rent payments to show no rent was owed;
- a copy of your notice to your landlord with your new address;
and
- witnesses to testify and photos of the apartment at the time you moved out.



How to Learn More

For more information about your rights, contact your attorney or your closest legal aid office. **This brochure is made available by Legal Aid of Western Ohio, Inc. (LAWO) and Advocates for Basic Legal Equality, Inc. (ABLE) as a public service – it is published to inform; not to advise. No person should attempt to interpret or apply any law without the assistance of a lawyer. The opinions expressed in this brochure are those of LAWO and ABLE and not of their funding sources.**

For assistance, call **Legal Aid Line of Western Ohio** at **419-724-0460** or **1-888-534-1432**. Legal Aid Line provides attorney services to low-income residents living in the 32 counties served by LAWO and ABLE. This service enables **eligible** residents who need legal assistance to make one call and receive prompt, free legal assistance or a referral.

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To apply for assistance, call Legal Aid Line of Western Ohio.

Dial **419-724-0460** if you live in Lucas County,
or **1-888-534-1432** toll-free if you live outside of
Lucas County.

Para ayuda en Español llama gratis al **1-866-794-7281**.

Apply online at **www.legalaidline.org**.

Legal Aid of Western Ohio, Inc. (LAWO) office locations:

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