

# MIAMISBURG MUNICIPAL COURT RENT ESCROW INSTRUCTIONS

## LANDLORD OBLIGATIONS

### O.R.C. 5321.04

Your landlord is required to fulfill the following obligations:

- (1) Building, housing, health, and safety codes that materially affect health or safety;
- (2) Make repairs necessary to keep residence in habitable condition;
- (3) Keep common areas safe and sanitary;
- (4) Properly maintain all electrical, plumbing, sanitary, heating ventilating and air conditioning fixtures; and
- (5) Supply running water and reasonable heat.

## IF LANDLORD FAILS TO DO SO

### O.R.C. 5321.07

Should your landlord fail to fulfill any of the above obligations, the tenant must follow the following steps:

- (1) You **MUST** be current in your rent payments.
- (2) The tenant must give the landlord written notice (a letter) describing the problem and informing the landlord that you will deposit your rent with the Court if they fail to fix the problem. When you give the letter to your landlord, keep a copy, and write down when you gave it to them, and how you delivered it (for example: handed it to them, left in a drop box, mailed to them, etc.)
- (3) The tenant must allow the landlord a reasonable period of time to correct the problem. In your letter you must tell your landlord how much time you are giving them to correct the problem. (In most cases, 30 days is a reasonable amount of time to give your landlord, but if the problem is a severe threat to your health and safety, then you may tell them less time.)
- (4) If the landlord fails to correct the problem within that time period, then the tenant may deposit rent payments with the Clerk of Court by doing the following:
  - (a) Complete and file the "Application by Tenant to Deposit Rent with the Clerk"
  - (b) Attach a copy of the letter that you gave to your Landlord to your application
  - (c) Although there is no up-front filing fee to pay, the Clerk shall keep 1% of the deposited funds as court costs. (for example: if your rental payment is \$500.00, the Clerk shall keep the amount of \$5.00 as court costs.)
- (5) After filing your Application and depositing your rent payment, the Clerk will notify the Landlord and set the case for a hearing.
- (6) The tenant must continue to make all rent payments on time and in full to the Clerk while the case is pending. The Clerk shall keep all rent on deposit until the tenant and landlord file the "Application for Release of Rental Escrow," or following the hearing, by further Order of this Court.

**APPLICATION BY TENANT TO DEPOSIT RENT WITH THE CLERK**

Case No. \_\_\_\_\_

**TO THE CLERK OF COURT OF:  
Miamisburg Municipal Court  
10 N First Street  
Miamisburg, OH 45342  
(937) 866-2203**

**NAME AND ADDRESS OF TENANT(S):**

**NAME AND ADDRESS OF LANDLORD(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Pursuant to Ohio Revised Code §5321.07(B)(1), I, \_\_\_\_\_, Tenant, hereby makes application to deposit with the Clerk of the Miamisburg Municipal Court all rent that is due and hereafter becomes due the above named landlord.

Is it stated in your rental agreement, or did the Landlord supply you with a notice in writing, that the landlord is a party to rental agreements that cover three or fewer dwelling units?      CIRCLE ONE: YES or NO

Date Signed: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

**INFORMATION IN SUPPORT OF APPLICATION**

- (1) I provided written notice to the landlord as prescribed in O.R.C. §5321.07(A), and I have attached to this application a copy of my written notice.
- (2) I provided written notice to the landlord on \_\_\_\_\_ (date) by the following method:  
\_\_\_\_\_ (mailed/hand delivered/left in drop box, etc)
- (3) Under my rental agreement with the landlord, my rental payments are due on a \_\_\_\_\_ (monthly, weekly or other) basis, in the amount of \$ \_\_\_\_\_, and are due on the \_\_\_\_\_ (1<sup>st</sup> of the month, 15<sup>th</sup> of the month, every Friday, etc.).

**TENANT STATES, UNDER THE PENALTIES OF PERJURY AND FALSIFICATION, THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO BEST OF THE HIS OR HER KNOWLEDGE AND BELIEF.**

Date Signed: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

**NOTICE TO LANDLORD(S)**

Please be advised that the above applicant has deposited a rental payment with the Clerk of the Miamisburg Municipal Court, pursuant to Ohio Revised Code §5321.07. The deposit has been placed in the Court’s Escrow Rental Account. The rental deposit shall be released to you (1) upon written agreement with the Tenant by submitting to the Court the “Application for Release of Rental Escrow” signed by all parties, (2) by Order of this Court, or (3) as otherwise provided by O.R.C. §5321.09.

Date: \_\_\_\_\_

Deputy Clerk Signature: \_\_\_\_\_

**APPLICATION FOR RELEASE OF RENTAL ESCROW FUNDS**

Case No. \_\_\_\_\_

***TO THE CLERK OF COURT OF:  
Miamisburg Municipal Court  
10 N First Street  
Miamisburg, OH 45342  
(937) 866-2203***

I, \_\_\_\_\_ (name), the undersigned landlord, hereby respectfully requests that Amanda J. Zennie, Clerk of the Miamisburg Municipal Court, release to the landlord the Rental Escrow payments deposited by:

**NAME AND ADDRESS OF TENANT(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

This request is being made pursuant to Ohio Revised Code § 5321.09(A)(1), as the condition contained in the notice given to me by the Tenant has been remedied. Upon acceptance of the below written notice from the tenant, please release to me the rental escrow funds, less the court costs in the amount of one percent (1%) of the deposited funds.

Date Signed: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**NAME AND ADDRESS OF LANDLORD(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**AGREEMENT OF TENANT TO RELEASE ESCROW FUNDS**

I, \_\_\_\_\_ (name), the undersigned tenant, hereby agree to the release of the rental escrow funds held by the Miamisburg Municipal Court to the above named landlord, as the condition contained in the notice I gave to the landlord pursuant to O.R.C. 5621.07(A), has been remedied.

Date Signed: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_