

**IN THE DELAWARE MUNICIPAL COURT, DELAWARE COUNTY, OHIO**

70 North Union Street, Delaware, Ohio 43015 • Voice: 740.203.1560 • Facsimile: 740.203.1599 • www.municipalcourt.org

\*  
\_\_\_\_\_  
Name of Petitioner  
\*  
\_\_\_\_\_  
Address  
\*  
\_\_\_\_\_  
City, State Zip                      Petitioner(s) - Tenant (s)/Resident(s)

*Instructions: Type or print all information. Attach copy of written rental agreement, if any. Briefly describe grounds for application in space provided. Incomplete or unfounded applications are subject to dismissal. Other proper forms are accepted. This form is NOT legal advice; for advice you must confer with an attorney.  
\*Denotes a mandatory field.*

vs.

\*  
\_\_\_\_\_  
Name of Respondent  
\*  
\_\_\_\_\_  
Address  
\*  
\_\_\_\_\_  
City, State Zip                      Respondent - Landlord/Park Operator

Case No: \_\_\_\_\_ RE \_\_\_\_\_  
*(To be filled in by court clerk)*

**Application to Deposit Rent Due to Failure to Remedy Conditions**  
Residential Real Estate R.C. § 5321.07-.10  
Manufactured Home Park R.C. § 4781.41

I. The premises that the are the subject of this case are located in Delaware County at address of Petitioner(s) shown above, or [ ] \_\_\_\_\_, where Petitioner(s) reside(s) in/on *(\*check applicable provision(s))*:

[ ]A. a dwelling unit (house, apt., mfd. home) rented from Respondent who is party to rental agreements covering four or more dwelling units, or failed to give written notice otherwise at time of initial occupancy. Petitioner is not a student tenant.

[ ]B. a lot rented from Respondent, a residential manufactured home park (MHP). *(In some cases, a MHP resident may also be a tenant per R.C. § 5321.01(A). Voyager v. Bowman (1982), 3 Ohio App.3d 288.)*

II. Regarding said premises *(\*check A., B., C., or any combination that applies, must check at least one)*:

[ ]A. Respondent failed to fulfill the obligation(s), as described in ¶D below, imposed for (check 1., or 2., or both if applicable):

[ ]1. residential dwelling units (house, apartment, manufactured home in or out of a manufacture home park) by *(check applicable section(s) and circle applicable subsection(s))*:

[ ]2. a manufactured home or lot in a manufactured home park by *(check applicable section(s) and circle applicable subsection(s). Code section is reprinted at p. 2))*:

[ ]a. R.C. § 5321.04(A) (1) (2) (3) (4) (5) (6) (7) (8)

[ ]a. R.C. § 4781.38(A): (1) (2) (3) (4) (5) (6)

[ ]b. R.C. § 5321.04(B). *(Code sections reprinted at p. 2)*

[ ]b. R.C. § 4781.38(B).

[ ]B. Respondent failed to comply with obligations imposed by the parties' rental agreement as described in ¶D below.

[ ]C. The following governmental agency: \_\_\_\_\_, found violations of building, housing, health, or safety codes that materially affect the health and safety of the occupants.

\*D. The condition(s) of noncompliance are *(check one)* [ ] described in the notice given to the landlord / park operator a copy of which is attached hereto, [ ] or otherwise briefly described as follows: \* \_\_\_\_\_

III. On \* \_\_\_\_\_ I / we gave notice in writing to the person or place where rent is normally paid specifying the acts, omissions, or code violations constituting noncompliance. *(Attach copy of notice to this petition.)*

IV. \*The landlord received the written notice and failed to remedy the condition *(check one)* [ ] within 30 days

[ ] a reasonable time less than 30 days as the severity of the condition required action in less than 30 days.

V. Under the rental agreement, monthly rent of \$\* \_\_\_\_\_ is due on the \* \_\_\_\_\_ day of each month. I/we am/are current in rent payments at this time. [ ] A copy of a written rental agreement is attached.

VI. Petitioner(s) acknowledge(s) that this form is provided as a convenience, and that nothing in the form is intended, or taken, as legal advice, and understand(s) that the court may deny relief and/or dismiss applications that are unfounded, unproven, inappropriate, or incomplete. For legal advice Petitioner(s) must contact an attorney.

VII. WHEREFORE, Petitioner(s) demand(s) judgment against Respondent - Landlord/Park Operator granting the following relief together with such other relief as is just and equitable, and for the costs of this action. (\*check one or more provision(s) that apply):

- [ ] A. Leave to deposit rent now, and hereafter, due to Respondent - Landlord/Park Operator;
- [ ] B. An order directing Respondent - Landlord/Park Operator to remedy the condition(s) specified above;
- [ ] C. An order reducing periodic rent due until condition(s) specified above are remedied;
- [ ] D. An order to use rent deposited to remedy the condition(s) specified above;
- [ ] E. Judgment terminating the rental agreement;
- [ ] F. Judgment for actual damages;
- [ ] G. Judgment for reasonable attorney fees.

VIII. Clerk: Serve by [ X ]certified mail, if returned unclaimed or refused, then by ordinary mail. [ ] \_\_\_\_\_

*	
Signature of [ ]First Petitioner [ ]Attorney for Petitioner(s)	Print name of attorney for petitioner, if filed by attorney. SCR#
*	
Signature of Second Petitioner if any	Address of Atty., or of Petitioner if different from caption and filed w/o atty.
*	
Email	City, State Zip of Atty., or of Petitioner if different fr. caption & filed w/o atty.
*	
Phone Number	

**Notice to Landlord - Park Operator.** Petitioner(s) in this action submitted this application and deposited rent with the clerk. In a separate action you may apply for release of funds deposited and seek other relief as provided by law. Nothing in this form may be considered as legal advice. For legal advice you must consult with an attorney.

**Pretrial Hearing: Thursday, \_\_\_\_\_, 10:30am in Courtroom C.**

**Certificate of Mail.** On \_\_\_\_\_, I served a copy hereof at the addresses in the caption: on Petitioner by OM EM, and on Respondent as otherwise shown:

**Cindy Dinovo**, Clerk of Court by: \_\_\_\_\_ Deputy Clerk

**R.C. § 5321.04 Landlord obligations.**

(A) A landlord who is a party to a rental agreement shall do all of the following:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) 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;
- (5) When he is a party to any rental agreements that cover 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 a dwelling unit, and arrange for their removal;
- (6) Supply running water, reasonable amounts of hot water and reasonable heat at all times, except where 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 an installation within the exclusive control of the tenant and supplied by a direct public utility connection;
- (7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;
- (8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of his intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.
- (9) [not applicable]

(B) If the landlord makes an entry in violation of division (A)(8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement.

**R.C. § 4781.38 Obligations of park operator.**

(A) A park operator who is a party to a rental agreement shall:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes which materially affect health and safety, and comply with rules of the manufactured homes commission;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) Maintain in good and safe working order and condition all electrical and plumbing fixtures and appliances, and septic systems, sanitary and storm sewers, refuse receptacles, and well and water systems that are supplied or required to be supplied by the park operator;
- (5) Not abuse the right of access conferred by division (B) of section 4781.39 of the Revised Code;
- (6) Except in the case of emergency or if it is impracticable to do so, give the resident reasonable notice of the park operator's intent to enter onto the residential premises and enter only at reasonable times. Twenty-four hours' notice shall be presumed to be a reasonable notice in the absence of evidence to the contrary.

(B) If the park operator violates any provision of this section, makes a lawful entry onto the residential premises in an unreasonable manner, or makes repeated demands for entry otherwise lawful which demands have the effect of harassing the resident, the resident may recover actual damages resulting from the violation, entry, or demands and injunctive relief to prevent the recurrence of the conduct, and if the resident obtains a judgment, reasonable attorneys' fees, or terminate the rental agreement.

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