



# CONSTRUCTION LAWLETTER

For Industry Professionals, Directors, Officers, Managers, Agents, Trades and Suppliers

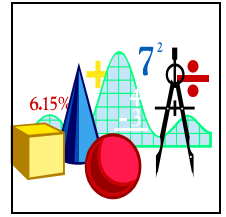
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### WRONGFUL EVICTION- Ohio's Landlords & Tenants Act

“ Ohio's **Landlords** and Tenants Act governs the relationship between **landlords** and **residential** tenants in Ohio. Pursuant to R.C. 5321.06, '[a] landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or **prohibited** by Chapter 5321. of the Revised Code or any other rule of law.' R.C. 5321.06. See, also, Allstate Ins. Co. v. Dorsey (1988), [46 Ohio App.3d 66](#), 68. When the terms included in the rental agreement are inconsistent with or **prohibited** by R.C. Chapter 5321, they are rendered unenforceable by R.C. 5321.06. Dorsey, 46 Ohio St.3d at 68.

Nothing in R.C. Chapter 5321 prohibits a landlord and tenant from including a provision in the rental agreement whereby a tenant agrees to pay for damage he, himself, causes to the premises, nor do any sections of Chapter 5321 prohibit the inclusion of a joint and several liability clause when the rental agreement provides for multiple lessees. See R.C. 5321.13. Therefore, these clauses in the rental agreement are not rendered unenforceable for being terms or conditions that are **prohibited** by Ohio's **Landlords** and Tenants Act.”

Where residential property is involved, certain acts of a landlord, are prohibited, as a matter of law, and may be held liable in damages for violations of the tenant's rights, namely:

“(A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential

premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code.

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

**(C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.”** (Emphasis added.)

Where a landlord intends to require specific provisions and conditions in a lease, these terms must be specifically included in such writings. After tenancy, where a landlord intends to take action against a tenant for violation of specific lease terms or conditions, experienced legal counsel should be consulted **before** leases are signed and before any punitive or legal action is taken, which may violate the Ohio Landlords and Tenant's Act..

**Remember those roadside signs?**

**DON'T LOSE YOUR HEAD  
TO GAIN A MINUTE  
YOU NEED YOUR HEAD  
YOUR BRAINS ARE IN IT.**

*Burma Shave*

Author: **J. NORMAN STARK** is an Attorney-at-Law, a Registered Architect, (AIA, NCARB) Registered Landscape Architect, Interior Architectural Designer, Planner and Senior Appraiser (ASA). He is admitted to practice law before the Bar of Ohio, the US District Courts of Ohio and Illinois (Central Dist.), the US Court of Appeals, and the U.S. Supreme Court. A former Member of the Ohio Board of Building Standards, he has professional experience in Business, Construction, Real Property, Mechanics' Liens, Litigation,

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