

Know about Evictions of Month-to-Month Tenants in Ohio

Q: I have a month-to-month lease, and my landlord says he plans to evict me from my apartment. Can he do this?

A: Yes. If you have a month-to-month lease, neither you nor your landlord is obligated to keep your agreement for more than one month at a time. This means that you can move out on 30 days' notice, but it also means that your landlord can terminate your lease on 30 days' notice. Generally, you are much more vulnerable to eviction if you are on a month-to-month lease than if you have a lease agreement for a longer period of time. For a calculation of the 30 days, see below.

Q: If I'm on a month-to-month lease, can my landlord evict me for no reason?

A: Yes; if you are on a month to month lease, your landlord does not need a reason to evict you. He only needs to give you 30 days' notice that he does not wish to continue the rental relationship (those 30 days are counted from the start of the next rental period) before starting the eviction process. The landlord also can evict you for doing something that breaks the month-to-month rental agreement—such as failing to pay rent or damaging rental property. If you break the rental agreement, the landlord can start the eviction process immediately, without first giving you the 30 days' notice.

Q: How will I know that an eviction process has been started against me?

A: Once the landlord has provided 30-days' notice (assuming he is not accusing you of breaking the lease agreement), he must start the eviction process by posting a three-day Notice to Vacate upon your door. If your landlord comes back after the three days and you are still there, then he can file what is called a Forcible Entry and Detainer Action against you in court. A notice of this action will be posted on your door and will tell you when to appear in court for a hearing.

Q: What happens at the hearing?

A: You and your landlord each will have a chance to tell your side of the story. If, for example, the landlord posted a three-day notice to vacate, and then accepted a rental payment for the next month, then the eviction action would be dismissed and you would be able to go home. While the landlord can start the eviction process again the following month, you will have bought extra time with which to find another home.

However, if your landlord has given you the 30 days' notice, posted the three-day Notice to Vacate on your door, and properly filed the eviction papers in court, it is unlikely that you will be able to stop the eviction, since your landlord does not need to give a reason for evicting you.

Q: When do I actually have to move out?

A: Assuming your landlord wins, he can get a "Writ of Restitution" (also known as a "red tag") and this will be posted on your door by a bailiff. The Writ of Restitution will tell you how many days you have to get out (usually between five and ten days). If you are not out by that time, the landlord can

get a “Praecipe for Set Out” order. Then he will come to the apartment with a bailiff and you will be escorted off of your premises and your belongings removed.

Q: Where can I get more information?

A: The Ohio State Legal Services Association (OSLSA) provides information about evictions and other landlord/tenant issues through www.ohiolegalservices.org.

12/5/2012

This "Law You Can Use" column was provided by the Ohio State Bar Association (OSBA). It was prepared by Columbus attorney Eric E. Willison of the Law Office of Eric E. Willison.

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