



CINCINNATI SAFE STUDENT HOUSING

Frequently Asked Questions

Can my landlord retaliate against me if I call the Cincinnati Fire Department for an inspection?

No. Renters are protected under [Ohio law](#), and the [Cincinnati Municipal Code](#).

What if my property doesn't pass inspection?

Don't worry. Your landlord will be given reasonable time to get things fixed before the Fire Department comes back for a second inspection.

What if the landlord doesn't fix the problems?

The Cincinnati Fire Department can fine the landlord or seek imprisonment.

Does the City offer any help to relocate me if I decide I no longer want to live in a property that has failed the inspection?

No, the City doesn't offer relocation expenses.

Are there any fees for the inspection?

No.

If I'm a landlord, what can I expect the fire inspectors to check for?

View our [Landlord Inspection Checklist](#).

Do you have any other safety tips for renters?

Yes, view a [fire safety checklist for renters](#). Or download a [fire safety poster](#).

Once my apartment passes inspection, what can I expect to receive?

Your landlord should provide you with a copy of the inspection report, attached to the [Tenant Landlord Commitment](#) that you and your landlord are both expected to sign. These two items should be attached to your lease. Be sure to keep a copy.

Is this program just for students and student housing?

No, this program applies to all rental housing in the City of Cincinnati.

What local colleges and universities are participating in the Cincinnati Safe Student housing program?

- [University of Cincinnati](#)
- [Xavier University](#)
- [Greater Cincinnati/Northern Kentucky Apartment Association](#)

Who can I call at the City for more details?

District Chief Fred Prather, 513-357-7585
fred.prather@cincinnati-oh.gov

Cincinnati Municipal Code

Chapter 871-9, Obligations of Landlords and Tenants

<http://library.municode.com/index.aspx?clientId=19996&stateId=35&stateName=Ohio>

(3)

So long as the tenant continues to meet his obligation under paragraph [871-9\(b\)\(2\)](#), no landlord shall raise the agreed rent for the rental unit above the rent charged for comparable rental units, or otherwise increase the obligations of the tenant in any way, or terminate the tenancy, or bring an action for forcible entry and detainer, in retaliation for the tenant's availing himself of any right or remedy under this chapter or because:

(A) The tenant has complained in good faith to the landlord or his agent or employees of conditions in or affecting the tenant's rental unit which he believes may constitute a violation of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law.

(B) The tenant has complained in good faith to a body charged with the enforcement of the Cincinnati Ohio Basic Building Code, the Fire Prevention Code, or the regulations of the board of health, or any other law of a condition in or affecting the rental unit which tenant believes may constitute a violation of such codes, regulations or other laws; or

(C) In response to a complaint of the tenant, the body charged with enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law has served a notice or complaint of a violation on the landlord, agents or employees of the landlord.

(4)

Within six months after the occurrence of any event referred to in this paragraph [871-9\(a\)\(3\)](#), an action for forcible entry and detainer shall be presumed to be in retaliation for that event and the landlord shall not be entitled to recover possession unless landlord proves by a preponderance of the evidence that:

A) The tenant is committing waste, creating a nuisance, using the rental unit for an illegal purpose or other than living or dwelling purposes, or substantially impairing the quiet enjoyment of the property by the other occupants of the property; or

B) The landlord desires possession of the rental unit for immediate use as landlord's own abode; or

C) The rental unit must be vacated in order to make necessary repairs; or

D) The landlord plans permanently and immediately to remove the rental unit from the rental market.

Ohio Chapter 5321: LANDLORDS AND TENANTS

<http://codes.ohio.gov/orc/5321>

5321.02 Retaliatory action by landlord prohibited.

(A) Subject to section [5321.03](#) of the Revised Code, a landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant's premises because:

(1) The tenant has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety;

(2) The tenant has complained to the landlord of any violation of section [5321.04](#) of the Revised Code;

(3) The tenant joined with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.

(B) If a landlord acts in violation of division (A) of this section the tenant may:

(1) Use the retaliatory action of the landlord as a defense to an action by the landlord to recover possession of the premises;

(2) Recover possession of the premises; or

(3) Terminate the rental agreement.

In addition, the tenant may recover from the landlord any actual damages together with reasonable attorneys' fees.

(C) Nothing in division (A) of this section shall prohibit a landlord from increasing the rent to reflect the cost of improvements installed by the landlord in or about the premises or to reflect an increase in other costs of operation of the premises.

Effective Date: 11-04-1974