



# CLEVELAND MUNICIPAL COURT

## HOUSING DIVISION

### JUDGE RONALD J. H. O'LEARY

## **Ten Tips for Success in Eviction Actions**

### **1. Be clear about your landlord/tenant agreement.**

Many landlords and tenants end up in court as a result of genuine misunderstandings about their agreements. The best time to clarify your expectations is at the beginning of the landlord tenant relationship. In addition to factors like payment amount and due date, be sure to discuss your late fees, if any, payment for utilities, the number of individuals to live in the unit, pets, painting, subleasing, whether the landlord may have a key to the premises, and any other issues that are important to you. Then...

### **2. Put your agreement in writing.**

It makes good sense to put your agreements in writing. Many parties hesitate to put their agreements in writing, because they fear that a lease will bind them for a long period of time. Parties, however, may draft a lease for the term of their choice: one month, six months, one year, etc. A lease clarifies the terms of the rental agreement, and shows that the parties have agreed to these terms. Subsequent changes in the parties' agreement also should be put in writing. You may wish to consult an attorney when drafting or reviewing a lease. They can give you valuable information, and may be able to suggest useful terms.

### **3. Keep complete, accurate records.**

Both landlords and tenants should treat their relationship as a business relationship. Each should keep a copy of the lease, records of each payment made, all requests for repairs, all correspondence, all notices served or received, etc. Also, landlords should keep in one place all receipts for repairs at the property, contracts for exterminating services, etc. Good records keep disagreements to a minimum. Further, maintaining good records simplifies your preparation for court. This court strongly recommends that landlords issue receipts for all payments made. Inaccurate or incomplete record keeping is one of the most common reasons that landlords lose eviction cases.

### **4. Serve all required notices---and keep copies.**

Landlords must serve all tenants a three (3) day notice before filing an eviction complaint. The three (3) day notice must, by statute, contain certain mandatory language. This language must be "conspicuous." In Cleveland, that means the mandatory language must be twice as large as all other language in the notice, and in contrasting print.

Landlords evicting tenants for non-payment generally do not need to serve any other notice before the three (3) day notice. A landlord evicting a tenant for conduct, such as destruction of property or disturbing the neighbors may be required to serve a tenant with a thirty (30) day notice before serving the three (3) day notice. In those cases, the notice must state specifically the dates, times, location and conduct about which the landlord is complaining. Section 8, or federally subsidized property, has its own notice requirements. If you are uncertain about the notices you must serve (or notices you are entitled to receive), you may wish to contact an attorney. You may receive general information about eviction notices from the Housing Court Specialists on the 13th floor of the Justice Center.

### **5. Fill out completely and sign all court paperwork.**

An eviction action, like any other court case, begins with the filing of a complaint. Eviction complaint forms are available from legal stationery stores. The eviction complaint must clearly identify the owner of the premises. It must state the grounds for the eviction. The complaint, and all other paperwork, must clearly state the relief sought. When filling out the complaint, or any other court form, landlords and tenants should be careful to fill in the form completely. If you fail to do so, you may be required to file an amended pleading, delaying your court date, or you may lose your right to bring certain claims. For example, if a landlord fails to fill in the dollar amount requested in the last line, or "prayer" of the

complaint, the landlord may not be entitled to recover a judgment for unpaid rent. In addition to filling out the pleadings or forms completely, the party filing the complaint, answer, etc. must be sure to sign the pleading. If it is not signed, the complaint, answer, etc. may be stricken from the court file.

#### **6. Bring your records and witnesses to court.**

Bring with you to court all of the evidence you would like the court to consider. It is good practice to bring your rent records, copies of all notices sent and received, and copies of any correspondence between the parties. In addition, you should bring any witnesses to the landlord or tenant's conduct, along with the person who served the notices. The court does not contact witnesses for the parties. Affidavits or written statements from witnesses generally are not admissible, and will not be considered by the court.

#### **7. Review records, etc. prior to hearing.**

Take the time before your hearing to review your records, notices, etc. Be prepared to tell the magistrate (or judge) the expiration date of the lease, the amount and due date of the rent, and the date of last payment. You should be able to testify to the date(s) on which notices were served or received, be able to identify the notices served, and produce copies. In addition, talk with your witnesses before court, not to tell them what to say, but to be certain that they observed the conduct about which they will testify.

#### **8. Be on time.**

All court hearings are set for a specific time. Plan to arrive at court fifteen (15) minutes before your scheduled hearing. Leave time to find parking, and to get to your courtroom. If you are not present when your case is called, your case may be dismissed, or may be heard without you. If you are late, you may miss your chance to address the court.

#### **9. Consider mediation.**

Most court hearings end with one party winning and one party losing. The court, by its nature, has few other options when deciding cases. The parties, however, may be aware of some middle ground, or resolution which would give both parties some of the relief they are seeking. For these parties, the Housing Court offers free mediation services. The court may also suggest mediation when it appears that the parties would be better served by an agreement than a court judgment. Both parties must agree to send their case to mediation.

In mediation, the parties sit down with a mediator, who is a neutral third party, and try to reach an agreement regarding their dispute. The mediator will help the parties put the agreement in writing. In most cases, if the parties wish, the agreement may be enforceable by the court. Mediation is available to landlords and tenants upon request. The court's mediation office is located on the 13th floor of the Justice Center, and can be reached at (216) 664-4295. It is not necessary to file a court case to request mediation.

#### **10. If you have questions, see a Housing Court Specialist.**

The Housing Court employs Housing Court Specialists to provide the public with information about court procedure, the codified ordinances of the City of Cleveland, and the Ohio Landlord/Tenant Act. The Housing Court Specialist can give you information, sample forms and other resources to contact. Specialists are available on the 13th floor of the Justice Center, on a first come, first serve basis, Monday through Friday from 8:30 a.m. through 3:30 p.m.

**This document is provided by the Housing Court for informational purposes only. It should not be taken or used as legal advice. The Court's Housing Specialists are not attorneys and will not provide you with legal advice. Each circumstance and case is unique; following the information contained herein does not guarantee a favorable outcome. If you have questions about your particular situation or would like guidance on how you should proceed, you should speak with an attorney.**