



CLEVELAND MUNICIPAL COURT

HOUSING DIVISION

JUDGE CHERYL M. WILTSHERE

Eviction Procedures in Cleveland (and Bratenahl) General Information about Eviction Actions

Required Documents

- Notice to Leave Premises
 - **3-Day:** http://clevelandmunicipalcourt.org/docs/default-source/housing-court/documents/housing-court-forms/30daynotice.pdf?sfvrsn=c5c4a3d_0

Form 67A*, or other notice compliant with Local Rule 6.01

Termination of Periodic Tenancy:

<http://clevelandhousingcourt.org/pdf/termnotice.pdf> Other notice compliant with R.C. 5321.17

- Eviction Complaint Form 652* or similar, must comply with Local Rule 6.022.
- Proof of Ownership Copy of deed, tax bill, or Fiscal Officer record. **
- Secretary of State status*** Proof of business entity registration with the Ohio Secretary of State

*Forms are available from Ohio Legal Blank Note Co., 530 Euclid Ave, Cleveland Ohio 44115, 216-589-5505

**Proof of ownership is required with all eviction filings under Local Rule 3.012. Proof can be made with a copy of the deed, a copy of a tax bill, or a print-out of the property record from the Cuyahoga County Fiscal Officer obtained from <http://fiscalofficer.cuyahogacounty.us/AuditorApps/real-property/REPI/default.asp>

***Required for all business entities (Local Rule 3.011). Documentation available at www.sos.state.oh.us
Local Court Rules and additional forms are available at: www.clevelandhousingcourt.org

Eviction for non-payment or other reason – 3-Day Notice

Service (R.C. 1923.04) can be made by:

- Posting on the entry door of the premises;
- Hand delivery to tenant in person; or
- Certified mail (seek advice of attorney)

Notice must be given 3 business days before filing.

The following do not count toward the 3 days:

- The day of service
- Weekends or holidays
- The filing date

The landlord must retain a copy of the notice for filing with the complaint.

Eviction by termination of a month-to-month tenancy – 30-Day Notice

Service (R.C. 1923.04) can be made by:

- Posting on the entry door of the premises;
- Hand delivery to tenant in person;
- Certified mail (seek advice of attorney); or
- As provided in the lease.

Notice in writing must be given on or before the periodic rental date. It should notify the tenant that the tenancy is terminated and to vacate and return keys by the end of the rental period. If tenant does not vacate, the landlord may then proceed with a 3-day notice and eviction action.

The landlord must retain a copy of the notice for filing with the complaint.

Filing an Eviction Action

Location: Evictions are filed on the second floor of the Justice Center, 1200 Ontario Street, with the Civil Division of the Municipal Clerk of Courts.

Required Documents:

- Complaint in Forcible Entry and Detainer (original plus 1 copy for landlord records, plus 2 copies for each person named as a defendant)
- Copy of notice(s) served on tenant(s)
- Proof of ownership (Local Rule 3.012)

Copy of written lease (Local Rule 6.022)

Filing Fees: \$110.00 plus \$7.00 for each additional adult person named in the eviction.

Attorneys: Unless title to the property is held individually in the name of the landlord/plaintiff, the eviction cannot be filed without an attorney.

Entities: All evictions by organizational owners (e.g. corporations, LLCs, LPs, Trusts, etc...) must be filed by an attorney. Organizational owners must also submit proof of registration with the Ohio Secretary of State (Local Rule 3.011).

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.



CLEVELAND MUNICIPAL COURT

HOUSING DIVISION

JUDGE CHERYL M. WILTSHERE

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 filing 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