



United We Thrive

Eviction Prevention Training

October 22, 2025

Legal Aid Society of Greater Cincinnati
City of Cincinnati
The Help Center





City of Cincinnati

David Reeves

Chief of Staff

Office of Councilmember

Meeka D. Owens

david.reeves@cincinnati-oh.gov

513-352-3466

PAVAN V. PARIKH, *Hamilton County Clerk of Courts*



Hamilton County Clerk of Courts Help Center

An overview of our history and available services

Presented by:

Nick Zingarelli (they/them), Hamilton County Help Center Director



The Help Center – How We Started

- How we started/history of Help Center
 - Founded in September of 2017
 - Started as one attorney (Rob Wall) and one paralegal.
 - Exclusively assisted with municipal civil matters.
 - Forms and guides created over time.
- Partnership between Clerk's Office and University of Cincinnati College of Law



The Help Center – Who we are today!

- Staff for the Help Center includes:
 - Director/Chief Attorney
 - Three (soon to be **five**) full-time staff attorneys (employed by the University of Cincinnati College of Law)
 - One part-time staff attorney (Visiting Associate Professor employed by University of Cincinnati College of Law)
 - Five paralegals (employed by the Hamilton County Clerk of Courts and Hamilton County Juvenile Court)
 - Volunteer attorneys
 - Law school and College interns



The Help Center – What We Offer

- In-person and phone consultations
- Limited legal representation provided by appointment.
- Assist individuals representing themselves in court
- Provide valuable guidance on courtroom procedure
- Instruct individuals on how to file legal documents
- Preparation of documents for clients to file pro se.



The Help Center - Courts Served

- Hamilton County Municipal Court
- Hamilton County Juvenile Court (custody matters)
- Hamilton County Domestic Relations Court (DV survivors)
- Hamilton County Court of Common Pleas (foreclosure defense)
- First District Court of Appeals (referrals on cures of initial filing deficiencies)



The Help Center – By The Numbers (YTD)

- 6,689 people provided info in-person at Municipal Court.
- 5,592 people provided info by phone through Municipal Court
- 1,399 people provided info by phone through Juvenile Court
- 2,863 people provided info in-person at Juvenile Court
- 1,705 attorney appointments
- 682 eviction limited appearances

Total of 18,930 people helped in 2025!*

*Data through 9/25/2025



The “Eviction Economy” By the Numbers

- 13,000 filings in Hamilton County in 2024 alone.
 - Eviction rates rising with housing costs and economic instability: 6% higher than pre-pandemic yearly average.
- Roughly 7% of tenants come to court with legal representation; roughly 98% of landlords have lawyers.



Gaps Identified

- Existing partners were well-suited to identify tenants in need of legal services – but demand for legal services far, far exceeded supply.
- Large-scale expansion of full-scope legal services would require exponential and unsustainable funding increase.



The Help Center – Eviction Limited Representation Pilot Project

- Launched on September 10, 2024
- Initially offered same-day, in-person representation on first-cause hearings solely to Cincinnati tenants.
 - Not a substitute for full-scope rep – but much better than nothing.
 - Think “ride-share in a used Buick” instead of “Cadillac”
- Expanded in May of 2025 to provide county representation.



Limited Representation By the Numbers

- Over 890 notices of appearance filed since launch in September 2024; more than 450 households served.
- 93.7% of total appearances result in a positive outcome for tenants – either more time, or an outright dismissal.
- 88.8% of 366 cases tried to completion have been dismissed.

** Numbers updated 9/26/25.*



Additional Help Center eviction services

- Motions to remove from electronic access
- Distribution of the Cincinnati Tenant Guide at community events.
- Information and limited legal advice provided on rent escrow.
- Forms for filing answers and counterclaims to second causes.

PAVAN V. PARIKH, *Hamilton County Clerk of Courts*



Questions?

Nick Zingarelli, Hamilton County Help Center Director

zingarna@ucmail.uc.edu



Eviction Prevention Training for Professionals

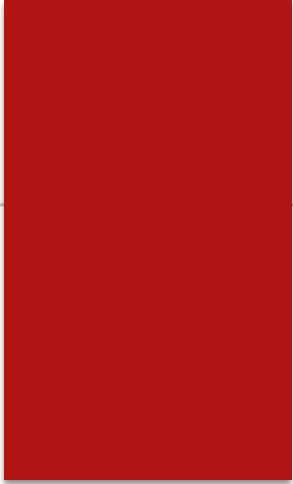
October 22, 2025

JOHN ALTMAN

MATTHEW FITZSIMMONS

LEGAL AID SOCIETY OF GREATER CINCINNATI

Agenda



Current State of Evictions

Why Legal Representation Matters

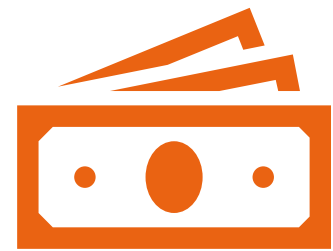
Eviction Process

Rights and Duties of Landlords & Tenants

Rent Escrow/Depositing & Conditions

Security Deposits

Current State of Evictions



Low Wages



Increasing Rent



Decreasing Affordable Housing Supply



Job Loss or Cut Hours



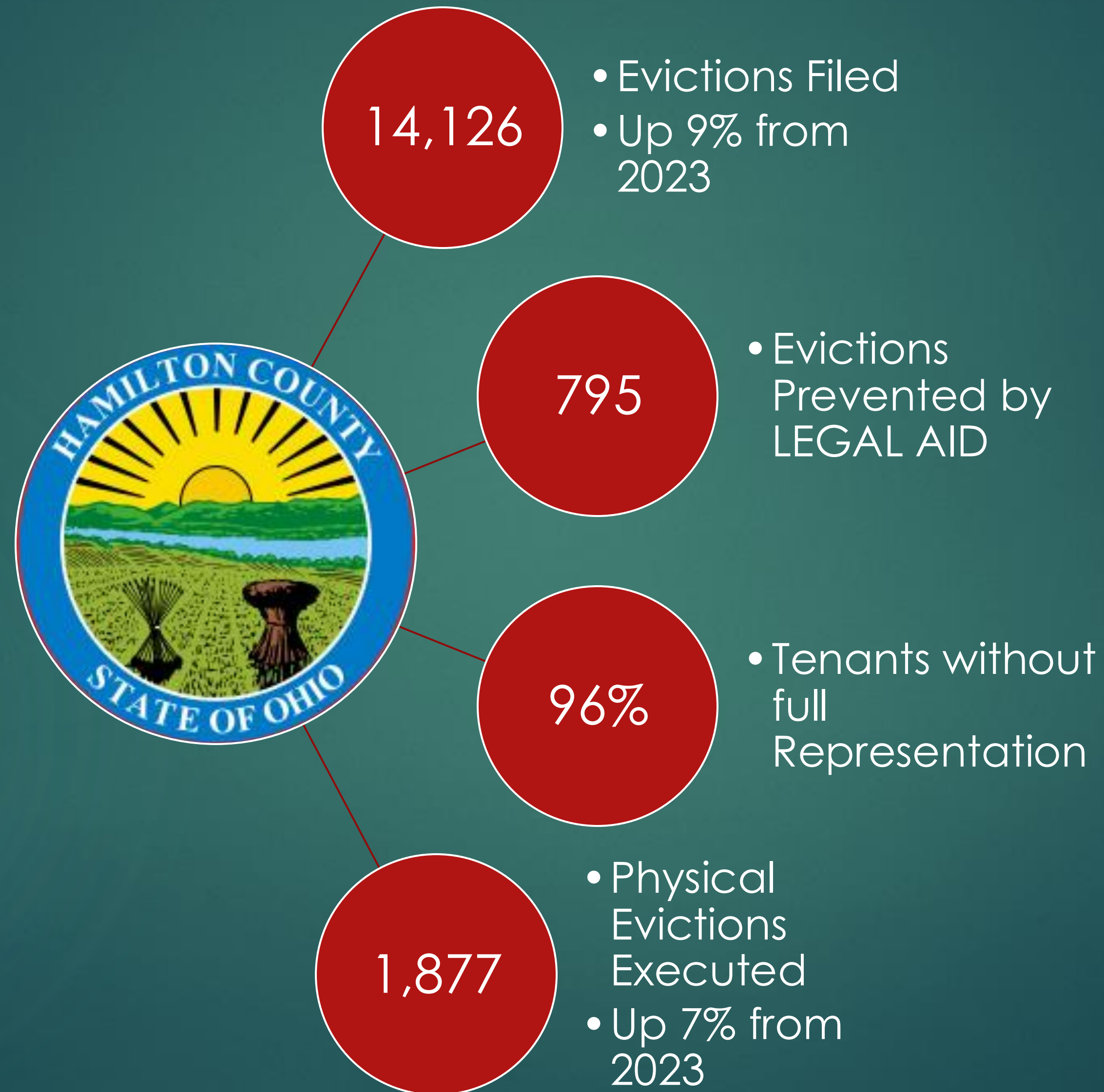
Emergency Expenses



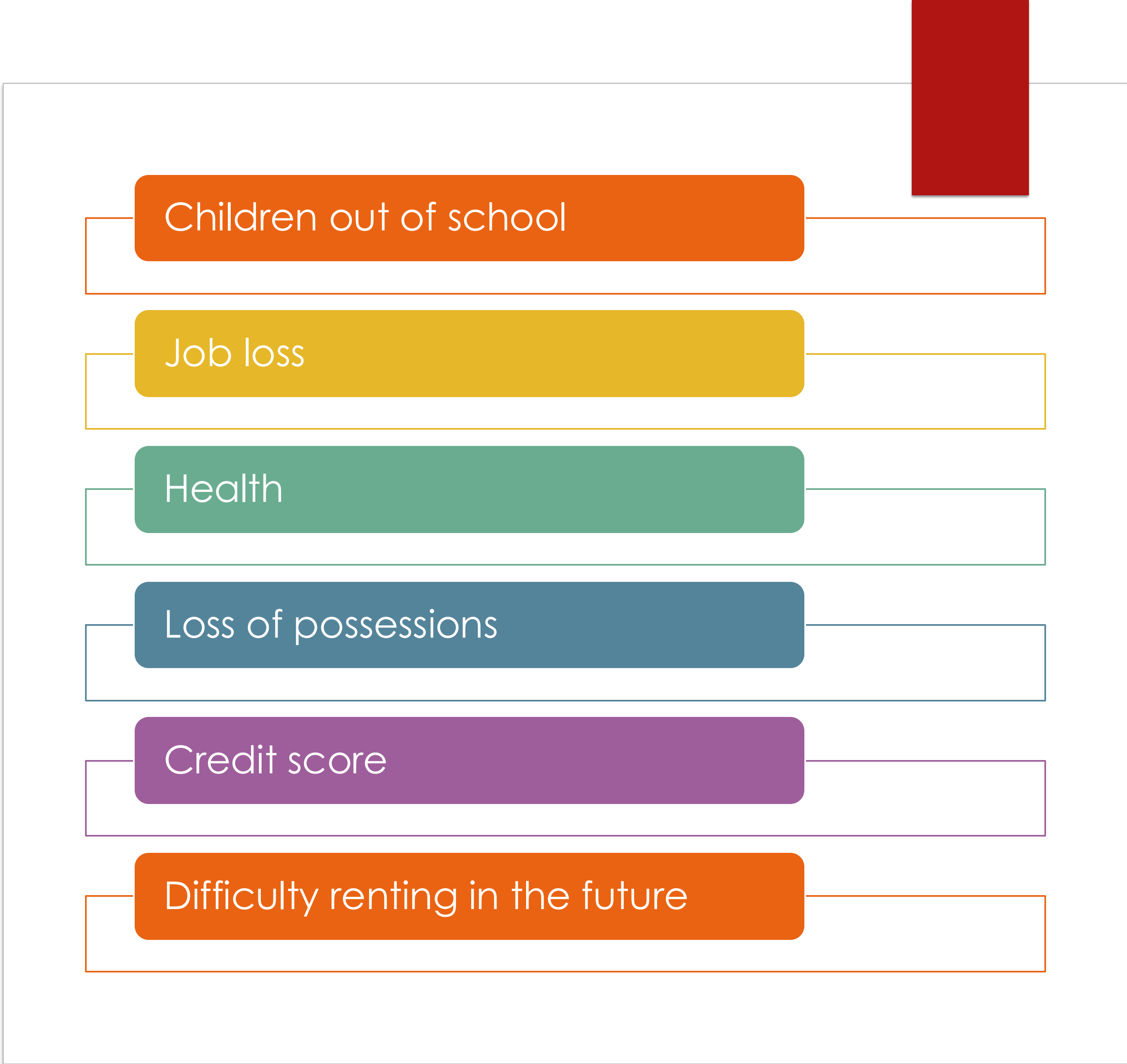
Eviction

Evictions by the numbers

2024



Consequences of Eviction



Children out of school

The infographic consists of a white rectangular area containing six horizontal bars of different colors, each with a text label. To the right of these bars is a vertical red bar. Each bar is connected to a bracket on the left side of the white area. The bars are: orange (Children out of school), yellow (Job loss), green (Health), blue (Loss of possessions), purple (Credit score), and orange (Difficulty renting in the future).

Job loss

Health

Loss of possessions

Credit score

Difficulty renting in the future

Why does representation matter?



2024



688 Evictions Prevented

87%

Why does representation matter?



Ability to articulate a position to opposing counsel and/or the court



Ability to negotiate with the landlord's attorney



Ability to present an organized narrative

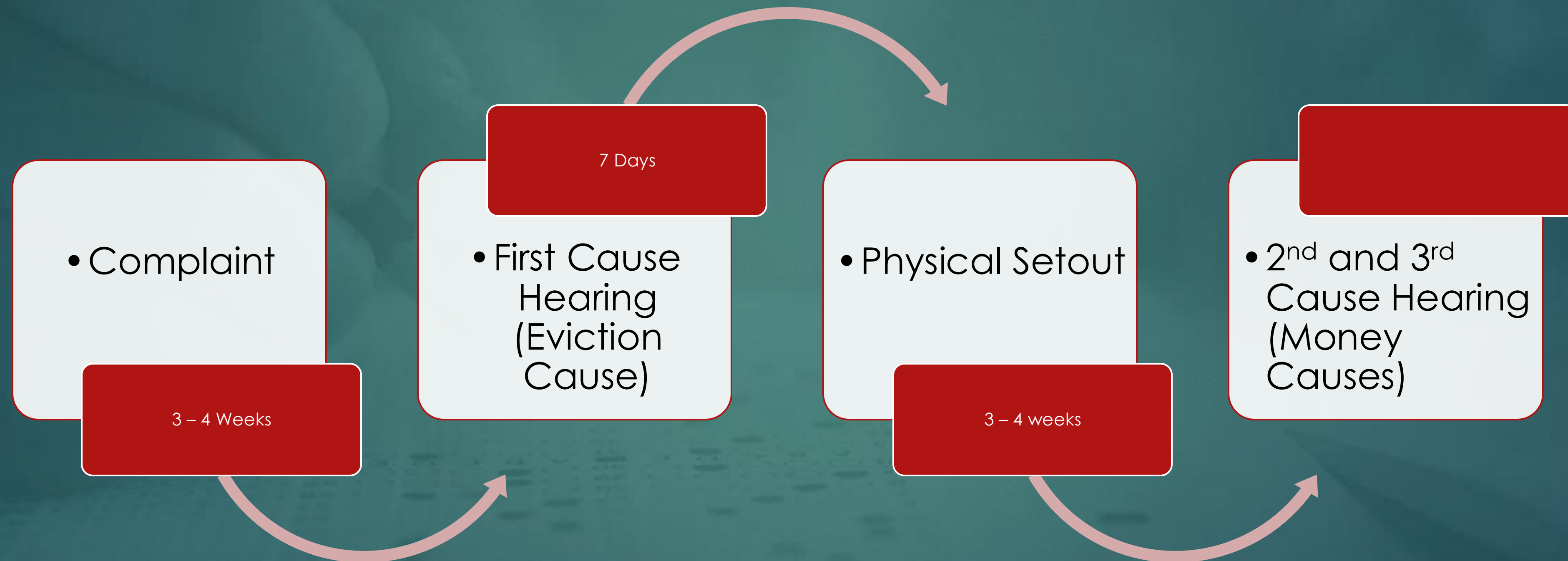


Knowledge of rules of evidence and civil procedure

Eviction: Possession & Summary Proceeding

- ▶ Special service of summons (“nail & mail”)
- ▶ Hearing scheduled 18-21 days after filing
- ▶ Split claims (possession and money)
 - ▶ “First Cause” Hearing (Possession – who gets the keys)
 - ▶ “Second Cause” Hearing (Money/damages claims) – heard 30 or more days after first cause hearing
- ▶ Special appeal procedure
 - ▶ Hamilton County Municipal Court Rule XXI (2)(C) and Rule XXIV

Eviction Process - Timeline



Eviction Process - Location

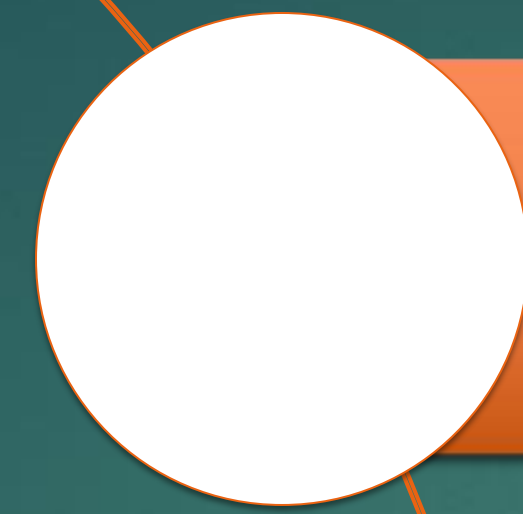
First Cause Hearing

- Hamilton County Justice Center, Courtroom B
- Dockets at 9:30 and 10:30 am

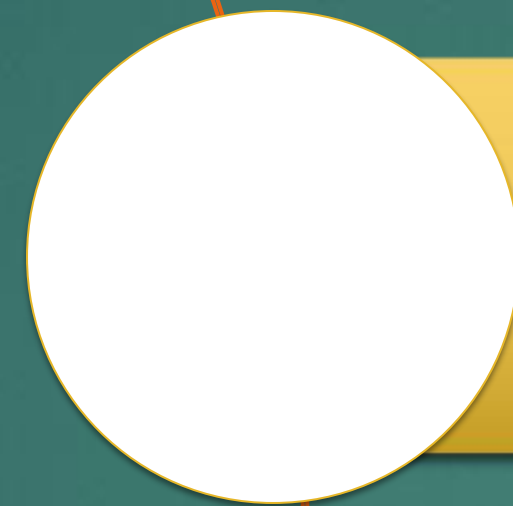
Second Cause Hearing

- Hamilton County Courthouse, Courtroom 236
- Dockets at 9:00 am and 1:00 pm

**What
are you
looking
for?**



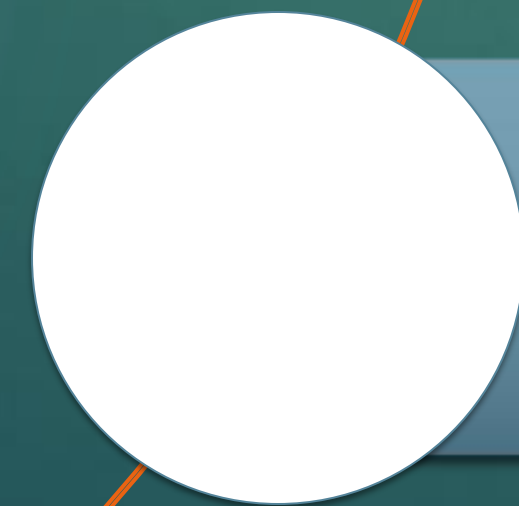
Basis of Eviction



Client Interview



Client's Goals



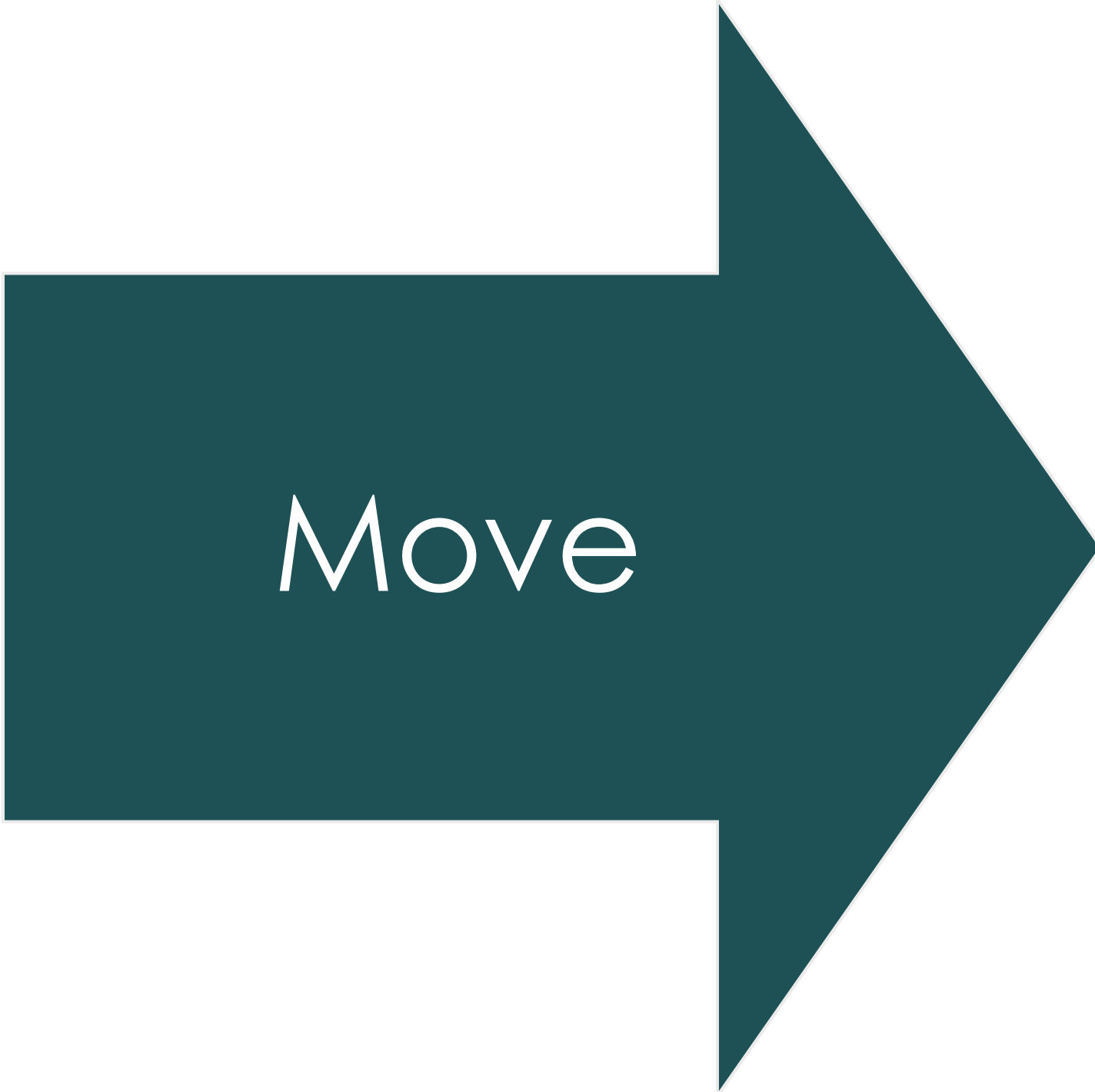
Defenses

What are you looking for?

Client Goals



Stay



Move

Landlord/Tenant Law Nutshell



RC Chapter 5321: Landlords and Tenants



RC Chapter 1923: Forcible Entry and Detainer
("Eviction")



City of Cincinnati Municipal Code Chapter 871

What are you looking for? Basis of Eviction - NTLP

NOTICE TO LEAVE THE PREMISES (FOR RESIDENTIAL PROPERTY ONLY)

TO _____ Tenant:

You are hereby notified that I/we want you out on or before _____,
to leave the premises you now occupy and have rented of me/us, situated and described as follows:

Eviction Address

In Cincinnati, Hamilton County, Ohio.

Grounds:

**YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN
EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT
REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS
RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.**

Notice given on this date

Owner

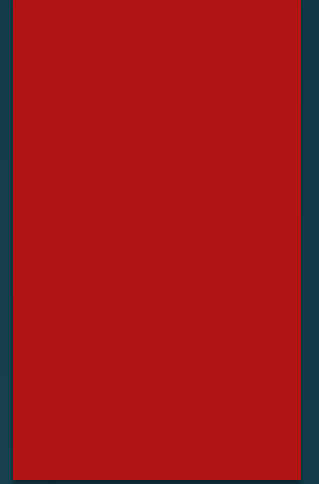
Address

City, State, Zip Code

Telephone Number

What are you looking for?

Basis of Eviction



Notice to Leave

Notice to Remedy

Notice to Terminate

R.C. 1923.04

R.C. 5321.11

R.C. 5321.17

Always required!

**Required if tenant
failing obligations
(besides paying rent)**

**Required to
terminate tenancy**

3 days

30 days

**Periodic tenancy
length (often 1
month)**

**Warns tenant:
eviction is coming**

**Warns tenant:
remedy or leave**

**Warns tenant:
tenancy is expiring**

What are you looking for?

Basis of Eviction

Non-payment of Rent

Breach of Lease for
non-statutory tenant
duties

Breach of Statutory
tenant duties

Termination of
Tenancy

R.C. 1923.04

Notice to Leave
3 days

R.C. 5321.11

Notice to Remedy
30 days

R.C. 5321.17

Notice to Terminate
7 or 30 days

*must be
followed by –*

R.C. 1923.04
Notice to Leave
3 days

A close-up photograph of a red pen pointing to a date on a calendar. The pen is positioned diagonally across the frame, with its tip pointing towards the bottom left. The calendar page is visible in the background, showing dates like 17, 18, 25, and 4. The overall image has a soft, slightly blurred quality.

Example – Nonpayment of Rent

- ▶ **November 5** - Rent of \$1,000 is due on November 5
 - ▶ Client has an emergency expense and can only offer their landlord \$900.
 - ▶ Landlord legally refuses the \$900 partial payment
- ▶ **November 6** - 3-Day notice to leave the premises is served on November 6
- ▶ **November 7** - Client comes up with an additional \$150 and offers it to the landlord on November 7 (\$1,000 rent and \$50 late fee)
 - ▶ Landlord legally refuses tender of late rent
- ▶ **November 11** - Eviction is filed
- ▶ **November 30** - Eviction hearing Client again offers the rent.
 - ▶ Writ is issued
- ▶ **December 8** – physical setout

What can an attorney do?



NEGOTIATE FOR LANDLORD
TO ACCEPT THE RENT



NEGOTIATE ADDITIONAL TIME
FOR THE CLIENT TO MOVE



IDENTIFY POTENTIAL
DEFENSES



MAKE AN ARGUMENT FOR
EQUITY

What are you looking for?

Defenses – Pay-to-Stay

- ▶ City of Cincinnati Municipal Code Section 971-9(c)
- ▶ It is an affirmative defense if the tenant offers:
 - ▶ All rent that is owed
 - ▶ Reasonable late fees (10% of rent or \$50, whichever is higher)
 - ▶ Court costs (typically \$140)
 - ▶ Reasonable attorney fees (\$150 maximum)



Landlord and Tenant Duties

▶ Landlord Duties (R.C. 5321.04)

- ▶ Comply with all building and health codes
- ▶ Make all repairs necessary to keep the premises in a fit and habitable condition
- ▶ Keep all common areas safe and sanitary
- ▶ Maintain all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances
- ▶ Supply running water, hot water, and heat
- ▶ Do not abuse the right of access to the unit

▶ Tenant Duties (R.C. 5321.05)

- ▶ Keep their unit safe and sanitary
- ▶ Properly dispose of garbage
- ▶ Properly operate plumbing and electrical fixtures
- ▶ Do not intentionally or negligently damage the premises
- ▶ Do not disturb the neighbors' right of peaceful enjoyment of the premises

Other Restrictions (financial or otherwise)

Prohibition Against Waiver

- R.C. 5321.13 and 5321.06 prohibits landlord/tenant agreements that waive any of landlord's R.C. 5321.04 obligations.
- Example: Lease provision was invalid where it provided that landlord was not liable for damage caused by failure of the plumbing, heating, or gas system at the premises.

Cannot Contract Away Duty to Repair (R.C. 5321.04)

- Cannot charge for required repairs

No Unconscionable Lease Terms (R.C. 5321.14)

- Examples: Prevailing Party Attorney Fees; Jury Demand Waivers; punitive or excessive late fees (per diem fees, percentage fees)

Security Deposits (R.C. 5321.16)

- Deposits are TENANT's money – may not 'forfeit' deposits

Getting your Housing Fixed...

- ▶ Resources
 - ▶ Local Building or Health Departments
 - ▶ Section 8 Agency, or HUD
 - ▶ Legal Aid.



Getting your Housing Fixed...(part 2)

- ▶ Remedies under R.C. 5321.07
 - ▶ “any condition of the premises that could materially affect the health and safety of an occupant”
 - ▶ Escrow (Depositing)
 - ▶ Termination of Tenancy
- ▶ Temporary Restraining Order
 - ▶ Order of repairs
 - ▶ Restore utilities
 - ▶ End lock-out
- ▶ Receivership
 - ▶ R.C. 3767.41
 - ▶ Local ordinance
- ▶ Tenant Organizations



R.C. 5321.07 - Failure of landlord to fulfill obligations - remedies of tenant

1. NOTICE

- Typically written notice – sent to where rent is paid
- Can be some other form

2. Current on Rent

- Best practice: escrow the rent when due (i.e. 1st of the month)
- NOT behind or in arrears

3. Deposit with the Clerk of Courts

- not at 'bank' or with a friend
- Not withholding rent
- Evidence of timely, full rent tender

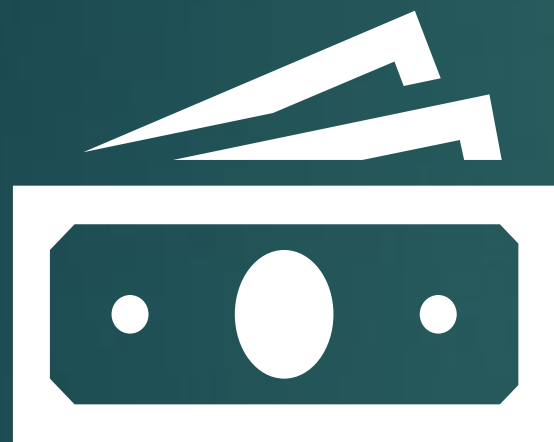
Landlord Complaint

- Suit/motion to release money
 - Usually argues a defect: not enough notice, not a serious enough repair issue, not current on rent, etc.

Tenant Can File Motion

- Rent Abatement
- Order for Repairs
- Lease Termination

SECURITY DEPOSITS



PROCEDURE

- Tenant moves out
- Gives back key (and possession)
- Provides forwarding address
- Landlord has 30 days to return money OR provide itemized list of deductions

Can Sue in Small Claims

- Damages of DOUBLE amount WRONGFULLY withheld

Attorney's fees

- additional remedy for wrongfully withheld security deposit

Other Considerations – Retaliation

- ▶ **R.C. 5321.02** – *retaliation prohibited*
 - ▶ This includes filing an eviction or terminating the tenancy
- ▶ **Cincinnati Municipal Code Section 871-9** – *rebuttable presumption*
 - ▶ An eviction within 6 months of the tenant complaining to the landlord or a government agency (health department or building department) about conditions issues creates a rebuttable presumption that the eviction is retaliatory

Federally Subsidized Rental Housing Basics

- ▶ Tenants Pays a Portion (30-40%) of Monthly AGI for Rent & Utilities
- ▶ Rent Subsidy Paid to cover Remaining Rent
- ▶ Governed by Federal law
- ▶ Both Tenant & Landlord Have Additional Rights and Obligations



Eviction from Subsidized Housing: Substantive Grounds

- ▶ Lease violations: In all programs, a serious violation of the lease or repeated minor violations will constitute material noncompliance and grounds for eviction.
- ▶ Nonpayment of rent
- ▶ Potential Defenses:
 - ▶ *Improper calculation of rent portion
 - ▶ Inclusion of other charges with rent
 - ▶ Tender
 - ▶ Warranty of habitability
 - ▶ De minimus breach
 - ▶ Absence of tenant fault
 - ▶ Fair Debt Collection Practices Act
 - ▶ Bankruptcy
- ▶ Governed by Federal Regulations:
 - ▶ Eg: Public Housing (24 C.F.R. 966.4); Project Based Section 8 (24 C.F.R. 247.3)



Eviction from Subsidized Housing – Grounds, continued

- ▶ Minor lease violations (HUD Handbook 4350.3, ¶ 8-13).
 - ▶ Late payments; Failure to pay utilities
 - ▶ Keeping unauthorized occupants
 - ▶ Disruptive behavior
 - ▶ Damaging the property; Failure to pay for repairs for damage caused by tenant
- ▶ Notice to leave period
 - ▶ Different notice periods for:
 - ▶ Nonpayment of rent
 - ▶ Other lease violations
 - ▶ No fault evictions
 - ▶ Federal notice period may run concurrently with state law notice period
- ▶ CARES act – 30 days for non-payment
 - ▶ Lease may provide for longer notice periods
- ▶ Notice to Leave – Project Based requires debt/date calculation



Eviction from Subsidized Housing – Money Claims

- ▶ 2nd and 3rd Causes CAN be a barrier to tenants' rental future
 - ▶ § 982.552 PHA denial or termination of assistance for family.
 - ▶ (c) **Authority to deny admission or terminate assistance** —
 - ▶ (v) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
 - ▶ (vi) If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.



Eviction from Subsidized Housing – Money Claims, cont.

- ▶ 2nd and 3rd Causes CAN be a barrier to tenants' rental future
 - ▶ CMHA – 2025 Administrative Plan
 - ▶ For example - CHAPTER 5 Applying for Admissions and Briefings
 - ▶ Subsection D. APPLICANT STATUS WHILE ON WAIT LIST [24 CFR 982.204]
 - ▶ If any member of an applicant family has a bad debt or previous balance due to CMHA [...] The family will be removed from the wait list and given 60 days from the day they are pulled to enter into a satisfactory repayment agreement with the entity they owe. Upon signing a repayment agreement, the family will be placed back on the wait list with their same date and sequence time. If a repayment agreement is not established within 60 calendar days, the application will be withdrawn



John Altman

(513) 362-2767

johnaltman@lascinti.org

Matthew Fitzsimmons

(513) 362-2787

mfitzsimmons@lascinti.org





UWGC Contacts

- **Matt Long**, United Way of Greater Cincinnati
513-762-7255; matt.long@uwgc.org
- **Claire Meyer**, United Way of Greater Cincinnati
513-762-7239; claire.meyer@uwgc.org