

IN THE _____ MUNICIPAL COURT

_____ COUNTY, OHIO

Plaintiff (landlord) : Case No. _____

vs. :
Judge _____

Defendant(s) (tenants)

ANSWER OF DEFENDANT(S)

ANSWER

1. Defendant(s) deny owing Plaintiff the amount of money alleged in Plaintiff’s Complaint.

2. Defendants’ reasons for denying that this amount money is owed include the following:

Defendants already paid Plaintiff the money claimed due and owing.

Defendants paid Plaintiff a portion of the money claimed due and owing in the amount of _____.

In order to keep the rental property fit and habitable, and due to Plaintiff’s failure to remedy conditions issues requested by Defendants, Defendants remedied conditions problems at the property in the amount of approximately \$ _____. This amount should be credited to any amount found due and owing.

Plaintiff agreed that Defendant(s) would not have to pay rent if Defendant(s) did certain work for Plaintiff. Defendant(s) did this work and should be credited as was agreed.

Defendant(s) paid a security deposit of \$ _____ that has not been credited or otherwise returned to Defendant(s).

Defendant(s) paid a security deposit in the amount of \$ _____ that has been wrongfully withheld from the Defendants and therefore, pursuant to O.R.C.5321.16, twice the amount of the security deposit, or \$ _____, should be returned to the Defendants, or credited against any amount found due and owing.

The late charges Plaintiff claims are owed are unconscionable (they bear no relation to the minor financial damage (e.g. loss of interest) Plaintiff suffered as a result of the late payment).

Defendant(s) did not cause damage to the rental property beyond normal wear and tear, nor was any damage to the rental property due to the negligent or intentional acts of Defendant or Defendant’s guests.

The following additional reasons: _____

Wherefore, Defendant(s) request that Plaintiff's Complaint be dismissed, at Plaintiff's cost.

Respectfully submitted,

/S/ _____
Defendant's signature

Defendant's name & address

PROOF OF SERVICE

On the date of _____, I mailed a copy of this Answer to:

If the Landlord has an attorney . . .

If the Landlord does not have an attorney . .

The Landlord's Attorney(s) at this address:

The Landlord at this address:

(Name of Landlord Attorney(s))

(Name of Landlord)

(Address of Landlord Attorney(s))

(Address of Landlord)

/S/ _____
(Tenant's signature)