

IN THE \_\_\_\_\_ MUNICIPAL COURT

\_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_ : Case No. \_\_\_\_\_  
Plaintiff (landlord)

vs. :  
Judge \_\_\_\_\_

\_\_\_\_\_ :  
Defendant(s) (tenants)

**ANSWER AND COUNTERCLAIMS**  
**UNDER 1923.061(b)**

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTERCLAIMS**

(check one or more of the following that describe your situation)

1.  Defendant paid a security deposit in the amount of \$\_\_\_\_\_ that has been wrongfully withheld from the Defendant and therefore, pursuant to O.R.C.5321.16, twice the amount of the security deposit, or \$\_\_\_\_\_, should be returned to the Defendant.

2.  Defendant made improvements and/or repairs to the apartment including: \_\_\_\_\_  
\_\_\_\_\_. These repairs/improvements are worth \$\_\_\_\_\_ and were made pursuant to a work for rent agreement.

3.  Plaintiff failed to maintain the premises, in violation of his/her obligations under the Landlord-Tenant Act. Therefore, Defendant is not obligated to pay the full amount of rent required by the lease. The landlord refused to repair the following conditions which were not caused by the tenant or the tenant's guests:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_
- iv) \_\_\_\_\_

4.  Defendant is entitled to \$\_\_\_\_\_ in damages, which is the difference between the rent charged (what you currently pay) and the fair market rent considering the condition of the premises (what you think you should pay for a run down apartment).

5.  The landlord caused personal injuries and/or damaged property belonging to the Defendant.

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREFORE, Defendant requests that the complaint be dismissed at Plaintiff's cost and that Defendant be awarded damages, including attorneys' fees, on the counterclaim in the amount of \$\_\_\_\_\_.

/S/ \_\_\_\_\_

Defendant's (tenant'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)