

**FAIRFIELD COUNTY MUNICIPAL COURT
CIVIL DEPARTMENT
P.O. BOX 2390
LANCASTER, OH 43130
740-687-6621**

THE EVICTION PROCESS

Only the deeded property owner can sign and file an **Eviction Complaint** without an attorney. All other **Eviction Complaints** must be signed and filed by an attorney on behalf of the owner or property management company. Corporations, Limited Liability Companies (LLC'S), and Trusts must be represented by an attorney at all stages of the eviction process, including filing the complaint seeking eviction and appearing in Court. A person is not permitted to use a power of attorney to represent another person in Court. If you have questions about whether you can legally file and pursue an eviction action, you should consult with an attorney.

When you file the action, you must file an **Eviction Complaint** with a copy of the **Notice to Leave the Premises¹** that you served on the defendant(s)/tenant(s) attached. It is your responsibility to make sure the forms you use comply with the requirements of Ohio law, including R.C. 1923.04 and 1923.05.

TO FILE THE EVICTION CASE, YOU WILL NEED:

- A copy of the **Notice to Leave the Premises** that you already served.
- Your original **Eviction Complaint** filled out clearly and legibly
- Accurate and complete information in the caption and the body of the **Eviction Complaint**.
Make sure you:
 - Spell the name of the defendant(s)/tenant(s) correctly; and
 - Include complete addresses for the property and the location where the defendant(s)/tenant(s) will be served. A complete address must include the number, street name (including whether it is a street, avenue, boulevard, etc., whether it includes a north, south, east, or west designation), any apartment or unit number or letter, and an accurate zip code.
- Two additional copies of the **Eviction Complaint** and all attachments for each defendant/tenant that you are evicting.
- \$110.00 filing fee.

The trial on the eviction will be scheduled approximately twenty-one days from the date of filing.

PLEASE NOTE:

COURT EMPLOYEES ARE NOT PERMITTED TO GIVE YOU LEGAL ADVICE.

If you have any additional concerns or questions, you should consult an attorney. You can contact the Fairfield County Bar Association @www.fairfieldcountybar.com to locate an attorney.

¹ In Ohio, the **Notice to Leave the Premises** for residential property must contain the following paragraph boldly and conspicuously:

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 TO LEAVE PREMISES

ORC §1923.04

_____ vs _____

To: _____

I wish you to leave the following described premises now in your occupation, situated in the _____ of _____, County of Fairfield and State of Ohio, and described as _____

_____ together with the lot of land on which said _____ is situated.

Grounds: _____

Your compliance with this notice on or before the _____ day of _____, 20____, will prevent any legal measure being taken by me to obtain possession.

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.

I am respectfully,

Dated: _____

This notice must be served at least three days before commencing the action.

MEMORANDUM

On the _____ day of _____, 20____, I served this notice on the within named _____ by ¹ _____

¹ (a) Certified mail (return receipt requested) (b) handing a copy to the defendant in person (c) at his usual place of abode (d) premises from which defendant is sought to be evicted.

IN THE FAIRFIELD COUNTY MUNICIPAL COURT

Name

Address

City, State & Zip

Phone number

Plaintiff(s),

Case No. _____

v.

Name

Address

City, State & Zip

Defendant(s).

**COMPLAINT – FORCIBLE
ENTRY & DETAINER**

FIRST CAUSE OF ACTION

Defendant(s), _____, on
or before the ____ day of _____, _____, as tenant(s) of the plaintiff(s),
_____ under (1) _____,
entered upon the following described premises, situated in the _____ of
_____, County of _____, State of Ohio known as
_____:

The term of such tenancy expired on the ____ day of _____, _____.

Defendant(s) has (have) violated the terms of such written lease agreement as
follows:

(1) INSERT THE WORDS APPLICABLE "AN ORAL MONTH-TO-MONTH TENANCY," OR "AN ORAL WEEK-TO-WEEK TENANCY," "A WRITTEN LEASE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A." OR SUCH OTHER TERMS AS MAY BE APPROPRIATE.

OR

Defendant(s) has (have) failed to fulfill duties imposed upon defendant(s) by Ohio Revised Code Section 5321.05 that materially affect health and safety, as follows:

and notice of the termination of the lease agreement as of the ____ day of ____, ____ (2), was given to defendant(s) on the ____ day of _____, ____, plaintiff(s) duly served upon Ohio Revised Code Section 5321.11 and defendant has failed to remedy the condition.

On the ____ day of _____, ____, plaintiff(s) duly served upon defendant(s) in the form required by Ohio Revised Code Section 1923.04 a notice in writing to leave the premises.

Defendant(s), therefore, has (have) ever since the ____ day of _____, ____, and do (does) still, unlawfully and forcibly detain from plaintiff(s) possession of said premises.

SECOND CAUSE OF ACTION

Plaintiff(s) incorporates (incorporate) herein by reference paragraphs 1 through 4 of this Complaint as if fully rewritten.

Under the terms of the lease agreement, defendant(s) agreed to pay plaintiff(s) as rent for said premises the sum of \$_____ per _____. Defendant(s) has (have) failed to pay plaintiff(s) rent for said premises for the period from the ____ day of _____, ____ and, therefore, is (are) indebted to plaintiff(s) in the sum of \$_____.(3)

WHEREFORE, plaintiff(s) demands (demand) restitution of said premises and judgment in favor of plaintiff(s) against defendant(s) for the sum of \$_____ with interest from the ____ day of _____, ____, at the rate of _____% per annum and costs.

Plaintiff(s)

- (1) This date must be at least 30 days after the receipt of the notice by the defendant.
- (2) If damages for breach of any other condition of the lease agreement are claimed, the allegations concerning such claims should be inserted here.