

IN THE _____ MUNICIPAL COURT

_____ COUNTY, OHIO

Case No. _____

Plaintiff

vs.

Judge _____ [6]

Defendant

:
:
:
**ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant(s) is low-income and unable to afford an attorney, and has not been able to get any attorney to represent Defendant(s). Defendant(s) is not licensed to practice law, and is not knowledgeable in the practice of law for purposes of presenting a case in court.

ANSWER

1. Unless Defendant(s) specifically admits the allegations made by Plaintiff in the Complaint, Defendant(s) denies the allegations in the Complaint.
2. Defendant(s) denies owing Plaintiff either all or part of the amount of money that Plaintiff has alleged is owed.
3. Defendant(s)'s reasons for denying the amount of money that Plaintiff claims is owed include, among other reasons, the following:
 - a. ☐ [7] Defendant(s) already paid Plaintiff either all or part of the money that Plaintiff is now claiming is due and owing. For the amount(s) that Plaintiff now claims is due and owing, Defendant(s) already paid the amount of \$_____.
 - b. ☐ [8] There were things that Plaintiff should have done in order either to avoid and/or to prevent Defendant(s) from owing as much as Plaintiff now claims is due and owing.
 - c. ☐ [9] There were certain problems with the premises. Plaintiff either: (a) already knew about the problems and did not repair them; or (b) did not repair the problems when Defendant(s) requested that Plaintiff (or Plaintiff's manager) repair them. For this reason, the premises were not worth the amount of rent that Defendant(s) was paying. Because of the problems, the rent should have been reduced by the amount of _____.

\$_____ each month for the following number of months: _____. Defendant(s) requests a credit for this amount.

d. ☐[10] There were certain problems with the premises. Plaintiff either: (a) already knew about the problems and did not repair them; or (b) did not repair the problems when Defendant(s) requested that Plaintiff (or Plaintiff's manager) repair them. For this reason, Defendant(s) had to pay money to repair these problems. The amount of money that Defendant(s) paid to repair the problems was approximately \$ _____. Defendant(s) requests a credit for this amount.

e. ☐[11] Plaintiff and Defendant(s) had an agreement that either all or a part of the monthly rent would be considered paid if Defendant(s) did certain work for Plaintiff. Defendant(s) did the work, but Plaintiff did not credit Defendant's rent in the amount agreed. For the work done, Plaintiff still owes Defendant(s) a credit in the amount of \$ _____.

f. ☐[12] Plaintiff seeks late charges but should not have charged late charges because:

i. ☐ Plaintiff has never charged late charges before;

ii. ☐ Plaintiff agreed that I could pay late;

iii. ☐ I did not pay late; and/or

iv. ☐ Other: _____
_____.

g. ☐[13] The amount that Plaintiff charged for late charges is excessive. A late charge should compensate Plaintiff for Plaintiff's financial loss when rent is paid late (e.g., loss of interest money). Plaintiff's late charges exceed any financial loss to Plaintiff due to a late rent payment.

h. ☐[14] Plaintiff seeks money for damage to the premises. Defendant(s) is not responsible for either all or part of the damage to the premises since any damage to the premises was either already there when Defendant(s) moved in, or the damage was normal wear and tear. Also, Defendant(s), Defendant(s)'s household members, and Defendant's guests did not intentionally or negligently cause any damage to the premises.

i. ☐[15] Defendant(s) paid a security deposit in the amount of \$ _____. Plaintiff has not credited Defendant(s) for that amount (plus an additional 5% interest if Ohio Revised Code 5321.16(C) also applies to Defendant(s)'s situation).

j. ☐[16] Defendant(s) paid a security deposit in the amount of \$ _____.

Defendant(s) gave Plaintiff and/or Plaintiff's manager a mailing address for return of the security deposit. Plaintiff has not returned either all or a part of the security deposit within 30 days after Defendant(s) vacated the premises. From this security deposit, Plaintiff has wrongfully withheld the amount of \$ _____. Ohio Revised Code 5321.16 (B) states that Defendant(s) is entitled to twice the amount of the security deposit wrongfully withheld. Defendant(s) requests a credit of twice the amount stated above.

k. ☐ [17] As a result of my disability and/or the disability of a household member, Defendant(s) asked Plaintiff to make a reasonable accommodation concerning the time to pay the rent or other charges, and Plaintiff refused to do so. This led to late charges and/or other charges and expenses for which Defendant(s) should not be responsible. Defendant(s) requests a credit for the late charges and/or the other charges and expenses in the amount of: \$ _____.

l. ☐ [18] The additional reasons that Defendant(s) does not owe money to Plaintiff, or reasons why Plaintiff owes Defendant(s) money, include the following:

4. ☐ [19] Defendant has been negatively affected by the COVID-19 pandemic. Defendant:

- a. ☐ Lost employment and/or had reduced income;
- b. ☐ Was infected with COVID-19;
- c. ☐ Had a household member infected with COVID-19.

DEMAND FOR JUDGMENT

For the above reasons, Defendant(s) requests that: (1) Plaintiff's Complaint be dismissed, at Plaintiff's cost; (2) Judgment in the amount of \$ _____ [20] for any credits to which Defendant(s) is entitled to be applied against any amount owed Plaintiff; and (3) any other relief which is fair, just and equitable and otherwise authorized by law.

[21] _____
Defendant #1 Signature

Defendant #2 Signature (if applicable)

[22] _____

Defendant #1 Name, Address & Phone

Defendant #2 Name, Address & Phone

PROOF OF SERVICE

On the date of _____^[23] (*month/day/year*), a copy of this Answer was mailed by U.S. regular mail, postage prepaid, or was emailed to the Plaintiff at the address or email given by the Plaintiff in the Complaint. If the Plaintiff has an attorney, it was not mailed/emailed to the Plaintiff, but was mailed or emailed instead to the Plaintiff's attorney at the address or email provided by the attorney.

^[24] _____
Defendant #1 Signature

This document was prepared by
Community Legal Aid and
made available to pro se litigants.

Instructions for a Successful and Complete Answer

Step 1: Fill out the form above. Each blank line has a small number beside it. The directions below match the numbers in the document.

1. Court Name - Print the name of the court. The court is printed on the Complaint you received.
2. County - Print the county that the court is located in. The county is printed on the Complaint you received.
3. Plaintiff - The Plaintiff is the person or business suing you. The Plaintiff's name is printed on the Complaint.
4. Defendant - You are the Defendant. Print your name.
5. Case Number - Print the case number. The case number is printed on the Complaint.
6. Judge - Print the name of the judge assigned to your case. The assigned judge is located on your Complaint.
7. Box 7 - Put an X in the box if it applies to you. If you mark the box, write the amount you have paid.
8. Box 8 - Put an X in the box if it applies to you.
9. Box 9 - Put an X in the box if it applies to you. If you mark the box, write how much you think your rent should be reduced by and how many months the reduction should apply. The number of months should be the number of months your landlord has been aware of the problems in your rental unit.
10. Box 10 - Put an X in the box if it applies to you. If it does, write the amount of money you spent to fix the problems. You should bring receipts to court for these expenses if you still have them.
11. Box 11 - Put an X in the box if it applies to you. If it does, write the amount of money the Plaintiff owes you. If you and your landlord wrote down your agreement, you should bring that to court if you still have it.
12. Box 12 - Put an X in any of the boxes that apply to you. You may also write in an answer if there is another reason not listed. If you have proof of permission to pay late or dated receipts, bring them with you to court.
13. Box 13 - Put an X in the box if it applies to you.
14. Box 14 - Put an X in the box if it applies to you.
15. Box 15 - Put an X in the box if it applies to you. If you marked this box, write the amount you paid on the security deposit. If you have a receipt for the security deposit, bring it to court with you.
16. Box 16 - Put an X in the box if it applies to you. In the first blank, write the amount you paid for the security deposit. In the second blank, write the amount the landlord should return to you. If the landlord has already returned some of your deposit or you agree with an amount listed for damage, subtract that amount from the amount you originally paid.
17. Box 17 - Put an X in the box if it applies to you. If it does, write the amount of late charges you should not be responsible for.

18. Box 18 - Put an X in the box if there are additional reasons you do not owe the Plaintiff money. If it applies to you, write those reasons.
19. Box 19 - Put an X in the box if it applies to you. If it does, check the following boxes that apply to you.
20. Box 20 - Add up the money you have written down that the Plaintiff owes you, write the total in this space.
21. Box 21 - Print your name. If there is another Defendant, they should print their name on the Defendant #2 lines.
22. Box 22 - Write your full mailing address (include your street address, city, state, and zip code); if there is a second Defendant, they should write their address on the Defendant #2 lines.
23. Box 23 - Write the month, day, and year that you completed this form.
24. Sign your name on the line.

- Step 2:** Make Copies - Make THREE (3) copies of the completed Answer. You will file the original at court. You will mail a copy to the Plaintiff's attorney (or the Plaintiff if they do not have an attorney). You will keep a copy for your records.
- Step 3:** File at Court - Take all copies and the original Answer to the courthouse. When you get there, go to the Clerk of Court to file your Answer. The Clerk of Court should time and date stamp your Answer and file it with the court. The original Answer will go to the Judge. You need to mail a copy to the Plaintiff's attorney. You should keep one copy for your records.
- Step 4:** Proof of Service - Complete the Proof of Service. Mail one copy with the attached Proof of Service to the Plaintiff.

Tips for Self Representation

Community Legal Aid is a non-profit law firm serving eight counties in Central and Northeast Ohio. We do not have enough staff to provide a lawyer for everyone who seeks our help. Since we are unable to represent you, we are providing you with this document so you can represent yourself. These materials and additional materials are available on our website at www.communitylegalaid.org.

1. This type of lawsuit is usually about two questions. First, the landlord is asking the court to evict you from the property. Second, the landlord can also ask for damages (money) for any damage to the property, unpaid rent, or other financial harm.
2. An Answer (this form) is ONLY required if you are being sued for money (if the Plaintiff claims you owe money for past/future rent or other damages to the property). It is NOT required if you are ONLY being sued for eviction.
3. You have 28 days to correctly file your Answer to the Complaint. If you do not do that, the court will not allow you to present any evidence against the landlord or may agree with the landlord's requests and order you to pay whatever the landlord asks for.
4. If you want to sue the Plaintiff, this is called a Counterclaim. You MUST file the ANSWER and COUNTERCLAIM at the same time. We have not included a Counterclaim form because they are very specific and may require an additional filing fee. If you want to file a Counterclaim, you should talk to an attorney or seek other legal assistance.
5. Generally, there is no filing fee for an Answer. If there is a fee and you can not pay, you should ask the court to allow you to submit a POVERTY AFFIDAVIT. A Poverty Affidavit is a written statement that you do not have enough money to pay legal fees, like a filing fee.
7. When you mail your copy of the Answer and Proof of Service to the Plaintiff, you can use regular U.S. Mail. Some court's allow it to be sent by email. If you know the Plaintiff's attorney's email (or the Plaintiff if they have no attorney) you can send it by the U.S. Mail AND email.
9. You must show how and when you sent this copy to the Plaintiff. You can ask U.S. mail for a receipt on the day you send it out or keep the email you sent to the Plaintiff.