

# How to complete a Month-to-Month Lease in Ohio

Open-ended residential lease with notice-to-vacate clause and recurring monthly rent.

## What this form is for

This form establishes a residential rental agreement that renews automatically each month until either landlord or tenant provides proper notice to terminate. Small-business owners who own rental properties use this when they want flexibility without committing to a fixed-term lease.

## Before you start

- Complete property address including unit number if applicable
- Tenant's full legal name, current address, phone number, and email
- Monthly rent amount you've determined is market-appropriate for the property
- Security deposit amount (Ohio law does not cap residential security deposits but requires return within 30 days after move-out)
- Notice period required for either party to terminate (Ohio default is 30 days but you can specify a different timeframe in the lease)
- Utility responsibility breakdown showing which party pays for water, electric, gas, trash, sewer, and internet
- Late fee structure if rent is not received by the due date
- Pet policy details including any pet deposits or monthly pet rent if applicable

## Step-by-step

1. Fill in the effective date when the lease begins and identify all parties by full legal name with the property address.
2. State the monthly rent amount in both numerals and words, the due date each month (typically the 1st), and acceptable payment methods.
3. Specify the security deposit amount and confirm you will comply with Ohio's requirement to return it within 30 days after lease termination with an itemized list of any deductions.
4. Define the notice-to-vacate requirement clearly, stating how many days written notice either party must provide and the delivery method (certified mail, hand delivery, etc.).
5. Allocate utility and maintenance responsibilities between landlord and tenant, being specific about who handles repairs under certain dollar thresholds.
6. Include late fee terms that are reasonable and not punitive, since Ohio courts may void excessive penalties.

7. Add property-use restrictions such as prohibition on subletting, occupancy limits, noise rules, and whether smoking is permitted.
8. Address Ohio-specific lead-based paint disclosure requirements if the property was built before 1978.
9. Insert signature lines with printed names and date fields for both landlord and tenant, ensuring all co-tenants sign if multiple occupants.

## What lenders look for

- Banks reviewing your rental income want to see lease agreements that demonstrate consistent cash flow, so include clear rent escalation language if you plan annual increases, and maintain copies of all executed leases in your loan package.
- Underwriters scrutinize whether your security deposits are held in compliance with state law; document that Ohio does not require separate escrow accounts but you must return deposits promptly with written accounting.
- Avoid the common mistake of omitting the notice provision or making it too short; 30 days is standard in Ohio and anything less may not be enforceable, which creates cash-flow uncertainty lenders dislike.