
Rent Bond

Before the Hearing

1. Gather proof of Client's rent amount. (Ex: lease, past rent receipts, or the Notice to Leave). It is possible that the only proof is Client's testimony.
2. Instruct Client to arrive early meet you at Court. Depending on the Courthouse, Client will need to arrive 20-30 minutes early because of the long security line.
3. File your Answer and Jury Demand (and Counterclaims, if applicable) some time before the First Cause hearing begins. If you file immediately before the hearing, bring a time-stamped copy of the pleading to the courtroom.

In Court*

4. When the magistrate calls your case, notify the magistrate that you filed a Jury Demand. It should be in the Court's file, but if not, you can show the magistrate your copy.
5. Requesting a Jury Demand implies a continuance of 8+ days. Per R.C. 1923.08, requesting a continuance of 8+ days requires the Court to set rent bond.
6. Tell the magistrate the amount of Client's monthly rent. If opposing party disagrees, testimony or evidence (lease, past rent receipts) from Client will be necessary.
7. Ask the Court to set Rent Bond. There are two components of Rent Bond:
 - a. **First payment: "\$xxx, payable today...."** This is the rent amount due for that current month. Any rent due before the month of the scheduled First Cause Hearing is not, as R.C. 1923.08 provides, rent which "may accrue" after an 8+ day continuance is requested. The purpose of Rent Bond is to assure the landlord while the case is continued. Past-due rent, if any, is a disputed fact of the landlord's Second Cause and is a matter for the fact-finder to decide at trial. (Ex: If eviction filed on June 15 and hearing held on July 3, first Rent Bond payment is July rent only.)
 - b. **Future payments: "... and \$xxx, payable by the 5th of each month hereafter."** If the landlord regularly accepted rent later in the month, Client will need to provide proof. Otherwise, the Court will not deviate from the norm that rent (and therefore, Rent Bond) is due by the 5th day of the month.

After the Hearing

8. Accompany Client to the Clerk of Courts. Client will pay Rent Bond. Hamilton County allows tenants to pay Rent Bond by cash or money order. Most other Courts accept cash only.
9. Instruct Client to pay monthly rent at Court, so long as case is pending and she remains at the premises. If Client does not pay Rent Bond, opposing counsel may move to strike the Jury Demand, resulting in a prompt First Cause hearing.

* If opposing party agrees on Rent Bond amount and deadline, you can skip 4-7 and sign an entry before Court is in session.

What if Client can't pay Rent Bond?

Client doesn't have the money now, but can gather the required amount soon.

If Client can collect the required Rent Bond amount within the next week (ex: paycheck on the way, benefits payment to be deposited soon, loans from family/friends), ask the Court for a seven-day continuance. (When a continuance is *not* requested by the landlord, seven days is the maximum allowed continuance under R.C. 1923.08 without a rent bond deposit.)

Tip: A continuance is smoother if you obtain other party's consent beforehand. If the other party won't agree to a seven-day continuance, you should explain to the magistrate that you were referred this case recently and are in need of additional time to prepare your client. Voice your request for a continuance as soon as the magistrate calls the case.

Client doesn't have the money.

1. **Apply for "eviction prevention assistance."** As of 2019, these funds are available on a limited basis through the County. Please ask VLP to connect Client to E.P.A. Although it is unlikely the funds would be available by the hearing date, the landlord may be willing to agree to a longer continuance with the promise that money is on the way.
2. **Negotiate a move.** If Client is interested in moving and promises to move by a certain date, the landlord may be willing to allow more time beyond the traditional seven days until set-out. The parties, through counsel, can sign an Agreed Entry outlining the terms of their settlement, which should include a moving deadline, how the keys should be returned, and landlord's promise of dismissal with prejudice (of First Cause only, or of entire Complaint).
3. **Trial.** If Client does not have Rent Bond and parties have not negotiated a move, go forward with trial. A "trial" will be limited to the First Cause of the Complaint (physical set-out). If the landlord's Complaint includes a Second Cause for rent payments, the Court will schedule a separate hearing to take place at least a few weeks later to allow time for you to file an Answer. The trial will involve the landlord's brief testimony, your cross-examination of landlord, your direct of Client, and opposing counsel's cross of Client. Other witnesses can participate, but should have material evidence to offer. Depending on the purported reason for the eviction, the hearing could last 2 minutes to 2 hours.

Scenario A, 5 minutes: Landlord alleges nonpayment of rent. Client testifies she tendered rent and offers money order as evidence.

Scenario B, 2 hours: Landlord alleges Client's son committed criminal act on the premises. Client and two neighbors testify that criminal act committed instead by non-resident, and police custodian testifies to substance of multiple incident reports at the apartment complex.