

Madison County

Fair Housing Program Information



What is the Fair Housing Act and who is protected?

The federal 1968 Fair Housing Act intended to allow *everyone* equal access to own, sell purchase, or rent housing of their choice without fear of unlawful discrimination. Individuals and all housing providers – including renters, owners, property managers, sales managers and housing associations are protected.

What classes are protected from housing discrimination in Ohio?

Disability, Race, Sex, National Origin, Religion, Family Status, Military Status, and Ancestry are the classes protected against discrimination in the sale or rental of housing or residential lots, in the advertising of housing, in the finance of housing, in the provision of real estate brokerage services, and in the appraisal of housing.

Let's talk about discriminatory behaviors:

- Asking a prospective resident “How many kids do you have?” or “Are you pregnant?” is discriminatory as it illegal to refuse housing based on the makeup on your family (Familial Status)
- Landlords who falsely alter availability or cost of a unit
- Failure of a real estate/leasing agent to return a phone call
- People with disabilities may request a reasonable accommodation, an adjustment in policies or practices necessary to afford a person with disability equal opportunity to use and enjoy the dwelling (examples include: allowing service or assistance animals, providing an assigned parking space closer to a unit, adding a ramp to make entrance possible)
- Sexual harassment by a landlord, maintenance worker, or anyone associated with your property is against the law (the Fair Housing Act protects you from harassment, including entering your home without permission, making unwelcome sexual advances, or refusing to make repairs because they are denied sexual favors)

How can Madison County combat discrimination in housing?

- Educate residents and social service workers on housing rights
- Report any/all cases of suspected fair housing discrimination
- Know your Landlord-Tenant Rights

If you think you may have been discriminated against, call for help or file a complaint:

Madison County Fair Housing Hotline: 1-800-850-0467

U.S. Department of Housing and Urban Development Hotline: 1-800-669-9777

Ohio Civil Rights Commission: 1-888-278-7101

Madison County Fair Housing Program's Guide to Fair Housing

It is not lawful to deny someone the opportunity to live where they want and can afford to live. If you believe you are being treated unfairly, take the following steps to protect yourself:

1. Keep a written record of any meetings and/or phone calls you have with a landlord, property manager, real estate agent, loan officer or insurance agent. Write down the person's name, title, company, and the date and time of the discussion. Write down what happened, what was said and what was promised.
2. Keep copies of any documents you signed, applications, leases, receipts, as well as any documents that were given to you.
3. Contact the Madison County Fair Housing Program or another resource listed on this brochure.

Additional Fair Housing Resources are
Available Online!

**The U.S. Department of Housing and
Urban Development:**

[http://portal.hud.gov/hudportal/HUD?src=
/program_offices/fair_housing_equal_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)

There are State and Federal Fair Housing Laws in place to protect citizens from discrimination when housing is being sold, rented, brokered, and during the mortgage lending process. No one may take the following actions based on race, color, religion, sex, disability, familial status, national origin, age or military status:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms for the sale or rental of housing
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

You should be careful if one of the following happens to you:

- You are told the apartment you want to rent is not available after you have completed an application.
- You are told you cannot rent an apartment because of your children.
- You are asked to sign blank or incomplete documents.
- You are told you might like "another neighborhood" or you cannot "afford" the neighborhood."



**EQUAL HOUSING
OPPORTUNITY**

Madison County Board of Commissioners
Madison County Court House
1 North Main
London, Ohio 43140
Phone: 740-852-2972

Renting

Renting usually requires signing a legal document which is binding between landlord and tenant for a definite time period. Many tenants never sign a lease. If you do not, that does not mean you do not have the same rights as a tenant who has a lease. However, oral agreements are not recommended! Here are some other things to be aware of:

- A tenant should be keeping premises safe and sanitary.
- A landlord may collect a security deposit to cover the costs of unpaid rents and/or costs of property damages caused by a tenant. Landlords are required to return the deposit within 30 days after the tenant gives up occupancy and terminates the rental agreement.
- A landlord may bring an eviction action in court when tenant fails to pay on time or is not following the terms of a lease agreement.
- A tenant should refrain from damaging the premises and keep guests from damaging.
- A tenant should comply with State and municipal drug laws in connection with the premises and require guests to do the same.

Concerning repairs to rentals:

If you see things in a rental unit that need to be repaired, it is a good idea not to move in until the repairs are made. Be careful if the landlord promises to pay you to make repairs. Make sure agreements are definite and promises are in writing. If you are living in a unit that needs repairs, request those repairs in writing and give a reasonable amount of time for the landlord to complete the repairs. The landlord is responsible for making the unit livable and in good working order. If your landlord is not meeting these obligations, you should call the Fair Housing Hotline, 1-800-850-0467.

In Ohio, the Landlord has a duty to:

- Put and keep the premises in fit and habitable condition;
- Comply with building, housing, health and safety codes;
- Keep all electrical, plumbing, heating, ventilation systems and fixtures in good working order;
- Maintain all appliance and equipment supplied to a tenant;
- Treat every applicant and tenant equally;
- Provide 24 hour notice before entering a tenant occupied unit.

In Ohio, Landlord-Tenant relations are governed by the Ohio Landlord Tenant Laws (Ohio Revised Code

5321) and by the Eviction Statute (ORC 1923), which can be found online at

<http://codes.ohio.gov/orc/5321> and <http://code.ohio.gov/orc/1923>

Fair Housing is the Law

Housing discrimination is illegal. Fair housing means you may freely choose a place to live without regard to your race, color, religion, sex, nationality, disability status, familial status, military status, or age.

If you have a disability, the fair housing laws protect you. The fair housing laws protect people with mental illness, cerebral palsy, visual and hearing impairments, HIV and AIDS, and, physical impairments that require walkers, wheelchairs and canes. It also protects people who need companion animals and/or personal attendants.

If you have children, you cannot be denied housing simply because you have children this includes pregnant women, families with children, adult guardians of children, and households in the process of gaining custody of children.

**IF YOU FEEL YOU HAVE BEEN
DISCRIMINATED AGAINST, DO NOT
HESITATE TO CALL FOR HELP OR FILE A
COMPLAINT**

Madison County Fair Housing Hotline:

1-800-850-0467

The Ohio Civil Rights Commission:

1-614-466-5928

The U.S. Department of Housing and

Urban Development:

1-800-669-9777 / TTY 1-800-927-9275

Ohio Legal Aid:

1-866-529-6446

Legal Aid Society of Columbus:

1-888-246-4420

Terminating a Rental Agreement

Either a landlord or a tenant may terminate a month-to-month agreement by giving a full 30 days notice to the other party. The 30 days begins on the next rent due date and runs with the rent period.

A written rental agreement (lease) normally describes how to terminate or renew. If termination or renewal is not stated, then the agreement ends on the date in the agreement, without a presumption of renewal.

A landlord may give a tenant a written notice that the tenant has violated a provision of the Ohio Landlord-Tenant Law that materially affects health and safety and advising the tenant that the rental agreement will end in 30 days. If the tenant corrects the problem, then the rental agreement will not be terminated.

A tenant may give a landlord a written notice to comply with a duty imposed by the Ohio Landlord-Tenant Law that materially affects health and safety and requesting correction within 30 days. If the landlord fails to correct the condition, then the tenant may terminate the rental agreement.

If a tenant "breaks" a lease by moving before the lease is up, or if a lease has terminated because the tenant is in violation of the Law, the tenant may be held liable under the agreement until the unit is re-rented.

Disclosures at the Point of Renting

At the beginning of the tenancy, landlords must disclose in writing their name and address and the name and address of their agents, along with a statement of any known lead hazards in/on the premises, if built before 1978.

Right of Access

A landlord may enter a tenant's unit only after giving a 24 hour notice, except in an emergency.

Landlords may not enter at an unreasonable time or in an unreasonable manner. Landlords may not make repeated requests for entry that have the effect of harassment.

A tenant must not unreasonably restrict the landlord's right of access. Tenants may seek an injunction when a landlord abuses the right of access.

See your attorney!

Eviction

A landlord may bring an eviction action in court when the tenant has:

- failed to pay rent on time
- stayed in the unit after the termination or expiration of the rental agreement.

To bring an eviction action, the landlord must serve a 3 day "notice to vacate" in person, by mail, or at the premises. If the tenant does not move within the 3 day period, then the landlord must file an eviction action at the court in the city where the property is located. The Court will schedule a hearing and send a summons to the tenant.

If an eviction is ordered as a result of the evidence presented at the hearing, the landlord will arrange with the Court to have the tenant's belongings removed from the unit if the tenant does not move.

Local procedures may vary, check with an attorney or your municipal court

Eviction: Second Cause of Action

An eviction summons may include a "second cause of action" to recover money damages. The tenant may answer the claim for money damages within 28 days of receiving the complaint.

If a tenant fails to answer the complaint, the Court may issue a default judgment in the landlord's favor without holding a hearing. A default judgment will stop the tenant from later objecting to a landlord's claim. *See your attorney if you want to dispute a second cause claim.*

Security Deposits

In Ohio, a landlord may collect a security deposit to cover the costs of unpaid rents or charges and costs of damages to the property caused by the tenant if the damages are in excess of normal wear and tear.

The landlord is required to return the security deposit to the tenant within 30 days after the tenant gives up occupancy and terminates the rental agreement. *The tenant must provide with a written forwarding address.*

If the landlord makes a deduction from the security deposit, the landlord must provide a written itemized account of the money that is being withheld.

If the landlord has not returned the deposit after 30 days, or if there is no itemized accounting, or if the tenant disagrees with the landlord's decision to withhold some or all of the security deposit, then the tenant may sue for *double* the amount that the tenant believes was wrongfully withheld.

If the total security deposit is greater than one month's rent, the landlord owes 5% interest on the amount in excess of one month's rent, paid annually.

Know Your Tenants Rights!



For more information about rental rights in Ohio contact:

COHHIO

Coalition on Homelessness
and Housing in Ohio

Email Us

rentinfo@cohhio.org

Call Toll Free:

888-485-7999

(leave a message- we'll call you back!)

Website:

www.cohhio.org

Note: None of the information in this brochure is legal advice. For legal advice, contact an attorney.

In Ohio, landlord-tenant relations are governed by the Ohio Landlord Tenant law (Ohio Revised Code 5321) and by the Eviction statute (ORC 1923). Most libraries have this information, or you can find the laws on the Internet at <http://codes.ohio.gov/orc/5321> <http://codes.ohio.gov/orc/1923>

In Ohio, a Landlord has a duty to:

1. Put and keep the premises in a fit and habitable condition;
2. Keep the common areas safe and sanitary;
3. Comply with building, housing, health and safety codes;
4. Keep all electrical, plumbing, heating and ventilation systems and fixtures in good working order;
5. Maintain all appliances and equipment supplied or required to be supplied by him/her;
6. Provide running water, reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up;
7. Provide garbage cans and arrange for trash removal, if the landlord owns four or more residential units in the same building;
8. Give at least 24 hours notice, unless it is an emergency, before entering a tenant's unit and enter only at reasonable times and in a reasonable manner;
9. Evict the tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant's household or a guest of the tenant occurring in or otherwise connected with the tenant's premises.

In Ohio, a Tenant has a duty to:

1. Keep the premises safe & sanitary;
2. Dispose of rubbish properly;
3. Keep the plumbing fixtures as clean as their condition permits;
4. Use electrical and plumbing fixtures properly;
5. Comply with housing, health and safety codes that apply to tenants;
6. Refrain from damaging the premises & keep guests from damaging;
7. Maintain the appliances supplied by the landlord in good working order;
8. Refrain from disturbing any neighbors and require guests to do the same.
9. Permit landlord to enter the dwelling unit, if the request is reasonable and proper notice is given.
10. Comply with state or municipal drug laws in connection with the premises and require household members and guests to do likewise.

Getting Repairs

If a landlord does not comply with the duties in the Ohio Landlord Tenant Law, or in the local housing codes, or in the rental agreement, then a tenant may give the landlord a notice to correct the condition.

This notice must be in writing and delivered to the person or at the place where the tenant normally pays rent. Tenant should keep a copy of this notice.

If the landlord does not correct the condition in the written notice within a reasonable time, *not to exceed 30 days*, then the tenant may:

- deposit his/her rent with the Court
- apply to the Court for an order to compel the repairs, or
- terminate the rental agreement.

Rent Deposit (Escrow)

Requirements

A tenant must be current in her/his rent before depositing rent with the Clerk of Courts. The tenant may not deposit rent in "bad faith", or for a condition which the tenant caused. *A tenant may not just "hold on" to the rent.*

Rent deposits (escrow) must be made on or before the normal rent due date. *Check with the local Clerk of Courts to find out exact procedures.*

If a tenant received a written notice from the landlord at the beginning of the tenancy which states that the landlord owns three or fewer units, then the tenant may not take legal action under the Ohio Landlord Tenant Law.

If the landlord fails to disclose her/his name and address and the name and address of his/her agents, then the landlord gives up the right to a notice before the tenant takes legal action.

Rent Increases, Charges, & Deposits

Under a month-to-month rental agreement, the landlord must give a full 30 days notice before increasing rent. In the case of a written lease, the landlord may not increase rent during the term of the lease. *There is no rent control in Ohio.*

Late charges may be included in a rental agreement, but they may not be "unconscionable" (unfair).

A deposit to "hold the unit", an application fee, or a credit check fee are not governed by any state law. Before giving money, get a written statement of the charge and the conditions for a refund. **DON'T ASSUME ANYTHING and never give money without getting a receipt! Check with your attorney!:**

Retaliation Prohibited!

The Ohio Landlord Tenant Law forbids a landlord from retaliating against a tenant by increasing the rent, decreasing the services, evicting or threatening to evict the tenant because the tenant has:

- Complained to a public official, or
- Complained to the landlord, or
- Joined with other tenants to bargain collectively over the terms and conditions of the rental agreement.

A landlord who engages in retaliation may be held liable for any actual damages to the tenant and for reasonable attorney's fees.

Self-help Eviction Prohibited!

Whether or not a tenant's right to occupy a residential unit has ended, a landlord may not:

- Shut off utilities, or
- Change the locks to force the tenant from the unit, or
- Seize the tenant's possessions to recover unpaid rent.

Landlords who violate this section of the Law may be held liable for actual damages and attorney fees.

Fair Housing Practices

Landlords may not discriminate against tenants on the basis of race, religion, color, national origin, gender, familial status (having children under 18), or disability. In Ohio, ancestry and military status are also protected classes. Check your local phone directory for the fair housing agency in your area or call Ohio Civil Rights Commission at: 888-278-7101.

COHHIO says thanks to the Cleveland Tenants Organization for permitting COHHIO to adapt the information in this brochure. Check out CTO at: <http://www.clevelandtenants.org>

a loan or credit, and qualify for a lower interest rate and better terms. You can obtain your FICO score from www.myfico.com.

The FCRA, enforced by the Consumer Financial Protection Bureau, gives consumers some rights against the use of wrong information in credit bureau files. In part, the FCRA says:

- You have the right to know the “nature and substance of all information.”
- You have the right to be told the source of almost all information if credit is denied.
- You have the right to be told the names of any firms that received your credit record during the previous six months (or two years if the report was furnished for employment purposes).
- You have the right to obtain the information free of charge from the credit agency if you have been denied credit, insurance or employment within 30 days of your inquiry. Otherwise, the reporting agency can charge a reasonable fee for making the disclosure.
- The credit bureau must investigate any information you feel is incorrect. If the information proves incorrect, the agency must remove it from its files and, on your request, inform those who have received the information that it has been removed.
- After investigation, you can write a brief statement of your side of the story to put in the file. At your request, the agency must send your version of the dispute free of charge to anyone who has denied you credit within the past 30 days. If you ask, the agency also must send a copy of your version of the dispute to selected other businesses for a reasonable fee.
- You have the right to have a consumer report withheld from anyone who, under the law, does not have a legitimate business need for this information.

The FCRA gives you certain rights, but also imposes some restrictions. It does not give you the right, when you visit the credit bureau, to receive a copy of or to physically handle your file, and it does not apply when you apply for commercial credit or business insurance.

What about bank charges?

Banks earn significant income from fees and charges. You may be charged an additional fee to use an ATM machine, particularly if it is not affiliated with your bank. Banks, as well as non-bank lenders, may also charge you an additional fee if you write a check or submit an online payment that is dishonored for insufficient funds, so use caution in keeping your checkbook balanced. Also, lenders may charge you a late payment fee if you do not pay the amount owed on time.

What other liability could I have?

You may be subject to legal liability arising from a transaction even though you have not signed anything or know of it. For example, one partner in a partnership may be held liable for acts or agreements of other partners, or a husband or wife may be responsible for a spouse’s charge accounts or installment purchases when, for example, both spouses’ names are on the account. Also, in some situations, parents may be liable if their children willfully damage property or there is damage resulting from the use of a motor vehicle.

You also may be liable for a credit obligation if you have co-signed a credit agreement or guaranteed the payment of the debt of a friend or relative. Be sure you understand all the circumstances before you sign because your liability for the debt is the same as that of the maker (e.g., friend or relative) even though you have received no benefit.

Also, when a lease is signed by more than one person, such as for a college apartment, each party is responsible for the full rent, not just his or her share (unless otherwise stipulated in the lease).

Student loans, whether signed by a parent or a student, cannot be discharged in bankruptcy, unless you can show that paying the loans will create “undue hardship,” which is difficult to prove. Courts commonly use a test that allows a student loan to be discharged only when: 1) the debtor cannot maintain, based on current income and expenses, a “minimal” standard of living if forced to repay the loans; 2) additional circumstances indicate that this state of affairs likely will persist for a significant portion of the student loan repayment period; and 3) the debtor has made good-faith efforts to repay the loans. Student

loans may also require the borrower to pay attorney fees and collection costs.

- Check before you sign:
- **Read** every paper you are asked to sign, including the fine print.
 - **Don’t sign** any paper that has **blank spaces** on it. Every space should be filled in.
 - **Compare** the total charges—cost of item plus credit charges, etc.—with the cash price.
 - **Don’t rely on sales talk.** Oral promises usually cannot be enforced unless included in the contract.
 - **Don’t sign** if you can’t understand the words. **Ask questions!**
 - **Take your time.** Don’t be in a hurry.

If in doubt, consult your attorney, who can do more good *before* you sign than *after*.



**OHIO STATE BAR
ASSOCIATION**

LawFacts Pamphlet Series

Ohio State Bar Association
P.O. Box 16562
Columbus, OH 43216-6562
(800) 282-6556 or (614) 487-2050
www.ohiobar.org

Funding provided by:



**OHIO STATE BAR
FOUNDATION**

This is one of a series of LawFacts public information pamphlets. Others may be obtained through your attorney’s office, by writing the Ohio State Bar Association or through www.ohiobar.org.

The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting your own attorney.

What you should know about...

Ohio’s Credit Laws



**OHIO STATE BAR
ASSOCIATION**

Ohio's Credit Laws

Signing a credit purchase slip or other sales contract can have major legal consequences, creating rights and liabilities for you and others. Treat your signature carefully and with the importance it deserves. If you are in doubt about signing a document, see an attorney before signing.

What documents are needed for installment purchases?

Most of us have bought merchandise on a *time payment* or *installment plan*. When you buy an item such as a television set or car on the installment plan, you must sign certain papers before you can take the item. These papers may be one or a combination of legal documents: a retail installment sales contract, a security agreement, a conditional sales contract and/or a promissory note. A combination of these instruments may be found in the same document.

What does a retail sales contract involve?

In Ohio, all retail installment sales contracts or agreements for the purchase of consumer goods must be in writing. The seller must give the buyer a copy of this written document either when it is signed or when the goods are delivered. There is usually a statement in the contract whereby the buyer acknowledges receipt of a copy of the signed contract. The receipt included in the contract the buyer has signed proves that the buyer has received a copy of the contract.

Certain details must appear in the written contract, including the price, down payment, cost of insurance (if any), finance charges, balance due under the contract and details of payments.

By law, a retail seller can collect certain finance charges. Many retail installment sales contracts provide for an additional charge or penalty against the buyer who is late in making a payment. There are restrictions about when this charge may be made and its amount. If charges are greater than the law allows,

the excess charges may be unenforceable against the buyer. If you believe you are being overcharged, it would be wise to contact an attorney.

What is a security agreement?

You may have heard of a *chattel mortgage*, *conditional sale* or *security agreement*. No matter what they are called, these documents create for the seller or lender a security interest in the goods that you are purchasing or are putting up as collateral for your loan.

This security interest helps to ensure that you will pay your debt. By obtaining a security interest, the seller or lender will have important rights, including the right to *repossess* (take back) the goods, sometimes without advance notice or warning, if you fall behind in your payments.

What is a promissory note?

A promissory note is a written promise to pay a sum of money to another person or a company. This note and security interest, if any, may then be sold to a finance company, a bank or an individual. The buyer of the note and the accompanying security agreement will generally acquire the same security interest in what you purchased as the original seller had before the note was sold. If there is a later legal action against you for non-payment of the note, you may be able to claim legal defenses based on the seller's breach of warranty, fraud or breach of contract. In a consumer transaction, these legal defenses are as good against the buyer of the note as against the original seller.

A promissory note usually provides that, when you fail to pay an installment within a certain period after it is due, the entire balance may become immediately due and payable. This is called an *acceleration provision*.

What if I can't make the payments?

If you default in making your payments, the seller or lender has the legal right to repossess the goods that serve as collateral for the debt. Having taken the goods back, the seller or lender may, after notifying you, re-sell the goods, and you may find yourself liable for the difference between the price for which they are sold and the amount you still owe. This is

called a *deficiency*. The law gives you certain rights to redeem the collateral before the seller or lender sells the goods.

On the other hand, the seller or lender, after notifying you, may keep the goods as a full satisfaction of your obligation. When goods you have purchased are repossessed, it would be wise to see your attorney, who can explain your rights with respect to the goods or payments you have made.

If you fail to pay an installment, the seller or owner of the promissory note may get a court judgment against you for the balance owed rather than to repossess the article you purchased.

What about car insurance?

When cars are financed or sold on an installment plan, the seller or financing agency often requires you to insure against damage to the car so that the seller's or agency's secured interest in the vehicle is protected. You can get such insurance by purchasing an ordinary, full-coverage auto insurance policy.

If you do not provide proof of insurance, the seller or financing agency may obtain property damage insurance on the vehicle to protect their interests. This is often called *forced placed* insurance, and the cost of it is added to the amount you owe on the car. Forced placed insurance is generally very expensive.

Remember that Ohio law requires you to keep and provide proof of financial responsibility to satisfy your liability for personal injuries and property damage you may cause to others. If you do not carry the required proof of financial responsibility, your driving privileges may be suspended.

The seller or financing agency may offer you *credit life insurance* and *disability life insurance* to cover the payments on the vehicle if you die or become disabled or unemployed. However, you should investigate such plans thoroughly to consider the cost and scope of the coverage.

Some people consider purchasing "gap" insurance. If your vehicle is totaled, your insurance (or that of the person causing the accident) may pay you the value of

the vehicle, which could be less than the amount owed to the lender. "Gap" insurance covers this shortfall between the value of the vehicle and any amount owed.

What should I know about credit cards?

Before you "charge it," you should understand the obligations you are assuming and carefully read all applications for charge accounts and credit cards, as well as all charge slips and notices, before signing or accepting them.

Many businesses or credit card companies will allow you to defer the payment of amounts owed for 30 days without interest, while others add interest immediately. If stated in the credit agreement, Ohio law allows for a creditor to charge you as much as 25 percent annual interest on the unpaid balance.

How can I check my credit report?

A credit report is a snapshot of your credit use history. Each of the nation's three credit reporting agencies (TransUnion, Equifax and Experian) maintains separate credit reports. While these reports may differ slightly, all three show your personal identifying information, the type of credit you use, how long credit lines have been open, how much of your credit you have used, any inquiries requesting your credit report, whether you have paid your bills on time and any public records, such as bankruptcy filings or court judgments. You are responsible for making sure all three reports are accurate.

The federal Fair Credit Reporting Act (FCRA) entitles U.S. consumers to a free copy of each credit report every year, and the three U.S. credit reporting agencies have jointly developed a website for this purpose. To get your free credit reports, visit www.annualcreditreport.com or call 877-322-8228.

Be aware, however, that none of the three free credit reports includes your credit score. Creditors and lenders most often use the Fair Isaac Company (FICO) credit score (300 – 850) to determine the amount of your "credit power." The FICO score is based primarily on your payment history, amounts owed and credit history. Generally, a higher credit score will increase the likelihood that you will be approved for