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# OHIO LEGISLATIVE SERVICE COMMISSION

Office of Research  
and Drafting

Legislative Budget  
Office

H.B. 351  
133<sup>rd</sup> General Assembly

## Bill Analysis

**Version:** As Introduced

**Primary Sponsors:** Reps. Sobecki and Lepore-Hagan

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### SUMMARY

- Establishes a method by which a tenant who is a victim of attempted rape, rape, or domestic violence can terminate a rental agreement before the end date of the agreement without liability for early termination.
- Requires the tenant to provide the landlord a notice of termination and a copy of a qualifying protection order or a written record from a qualified third party reporting the alleged crime to the tenant.
- Requires the tenant to vacate the property within 30 days of delivering the notice to the landlord and requires the tenant to continue paying rent until vacating the property.
- Prohibits the landlord from communicating with anyone regarding the early termination by the tenant, other than law enforcement, a government case worker, the tenant's attorney, or a victim advocate.
- Prohibits the landlord from taking any retaliatory action toward the tenant, including eviction, if the tenant terminates the rental agreement for the purpose described in the bill.
- Permits the tenant to sue a landlord who takes retaliatory action described above for all damages caused to the tenant, together with reasonable attorney fees.
- If the tenant terminates a rental agreement pursuant to the bill's provisions, the rental agreement continues in effect with regard to any other tenant under the agreement.
- Explicitly excludes from the General Nuisance Law any call to law enforcement related to domestic violence.

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## DETAILED ANALYSIS

### General overview

Under the bill, the victim of attempted rape, rape, or domestic violence may terminate the victim's rental agreement early, which will be without liability or any other recourse from the landlord. In order to terminate the rental agreement, the tenant must take specified steps described in the bill. The bill also makes a change to the General Nuisance Law providing further protection to tenants who may be victims of domestic violence.

### Terminating a rental agreement

The bill permits a tenant who is an alleged victim of rape, attempted rape, or domestic violence to terminate the tenant's rental agreement if a qualifying protection order is issued or if the tenant has reported the alleged rape, attempted rape, or domestic violence to a qualified third party.

A **"qualifying protection order"** is a temporary domestic violence protection order, a domestic violence civil protection order issued after a full hearing, a domestic violence consent agreement approved after a full hearing, or a substantially similar order or agreement issued or approved under the laws of another state or municipal ordinances of Ohio or another state.

A **"qualified third party"** means (1) a law enforcement officer, (2) a health care professional, (3) an employee of an Ohio court, (4) a mental health professional, or (5) a victim advocate.<sup>1</sup>

### Tenant's obligations

The tenant must take the following **two** steps in order to terminate the rental agreement for the purpose described above:

1. Provide the landlord with a written notice that the rental agreement will terminate and the date the tenant will move out, which must be within 30 days of delivering the notice.
2. Provide the landlord with a copy of either the qualifying protection order within 30 days of its issuance or a written report signed by a qualified third party within 30 days of the writing of the report.

After delivering the notice, the tenant remains responsible for rent and any other amount due under the rental agreement for the period following the delivery of the notice until the tenant vacates the property.<sup>2</sup>

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<sup>1</sup> R.C. 5721.172(A) and (B).

<sup>2</sup> R.C. 5321.172(B), (D), and (E)(1)(a).

## **Landlord's obligations and restrictions**

Except when speaking to law enforcement, a government case worker, the tenant's attorney, or a victim advocate, the landlord is otherwise prohibited from discussing the lease termination notice with any person.

In addition, the landlord is prohibited from retaliating against a tenant by increasing the rent, decreasing services that are due to the tenant, or bringing or threatening to bring an eviction action if the tenant provided the notice of termination or indicated that the tenant might provide such a notice. Even if the rental agreement permits the landlord to charge a fee for early termination, the landlord is prohibited from charging such a fee. The landlord cannot change the locks or prevent the tenant from retrieving their possessions. The landlord must return the security deposit to the tenant unless the landlord is entitled to keep the deposit according to the rental agreement. A landlord that takes retaliatory action described above is liable in civil action for all damages caused to the tenant, together with reasonable attorney fees.<sup>3</sup>

## **Other parties to the rental agreement**

If the tenant terminates a rental agreement pursuant to the bill's provisions, the rental agreement continues in effect with regard to any other tenant under the agreement. And the tenant who complies with the bill's provisions is not responsible for any action or inaction by any other person on the rental agreement.<sup>4</sup>

## **Nuisance Law exception**

The General Nuisance Law provides for a civil action in the court of common pleas, or possibly a municipal or county court, to enjoin and abate anything defined as a "nuisance" anywhere in the Revised Code. These actions must be set for trial at the earliest possible time and take precedence over all other cases (other than crimes, election contests, or injunctions).

The bill explicitly excludes under the General Nuisance Law any call to law enforcement related to domestic violence.<sup>5</sup> Therefore, under the bill, such a call could not be considered a nuisance.

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<sup>3</sup> R.C. 5321.02 and 5321.172(C), (E)(1)(b) to (e) and (E)(2).

<sup>4</sup> R.C. 5321.172(F).

<sup>5</sup> R.C. 3767.01(C)(2) and 3767.05 and conforming changes in R.C. 4301.74.

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## HISTORY

Action	Date
Introduced	09-26-19

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