

**HB 480 Testimony**  
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Chair Abrams, Vice Chair Williams, Ranking Member Brown and members of the House Criminal Justice Committee, thank you for the opportunity to provide testimony regarding House Bill 480. My name is Melissa Benson and I am the senior managing attorney of the Housing practice group at Legal Aid of Southeast and Central Ohio (LASCO). LASCO serves 36 counties throughout Southeast and Central Ohio. Our mission is to provide civil legal aid and advocacy to combat unfairness and injustice and to help people rise out of poverty.

House Bill 480 proposes to permit property owners to avoid the expedited eviction process that Ms. Reitzloff described in her testimony, and instead allow them to submit an affidavit to their sheriff's department to effectuate a civil set-out of an alleged squatter and their possessions. This is unnecessary as the eviction process in R.C. 1923 already provides an expedited process to remove someone who occupies a rental property without a color of title. The eviction process also includes important and necessary safeguards to ensure that those who do have color of title are not wrongfully removed from their homes.

Our law enforcement officers are already tasked with the monumental job of keeping our communities safe. Sheriff's deputies are trained to investigate and enforce criminal property laws, such as trespassing, vandalism, and breaking and entering. Regardless of whether the law enforcement officer sees evidence sufficient to arrest a person for a property crime, House Bill 480 would further task them with investigating the accusations of a twelve-point affidavit in order to make a factual determination as to whether a person has a lawful tenancy – written or oral - in a property they occupy. The eviction statute exists to address this exact question.

The lack of due process requirements in HB 480 as presents opportunities to wrongfully circumvent the eviction process for leaseholders and other legitimate tenants. If the resident of the property has no ability to contest the affidavit provided by the property owner, and the sheriff's department is tasked with making a determination solely based on written statement, there are not sufficient safeguards to prevent wrongful civil sheriff's set-outs. People will be wrongfully removed from their homes. The eviction process of R.C. 1923 provides those needed safeguards.

In my 18 years as a legal aid attorney, I have handled thousands of eviction cases in Franklin, Marion, Licking, Fayette, Pickaway, Fairfield, Jackson and Pike Counties. In that time I have represented many tenants whose landlords alleged that there was no lease agreement between the parties. These cases generally fall into two categories: oral lease agreements and third-party fraud.

By law, a lease agreement does not have to be in writing. Oral lease agreements are a common practice in the state of Ohio and, in my experience are more prevalent in the rural areas of our state. Oral leases are just as valid as written lease agreements, but tenants without written leases face accusations that no lease exists with some regularity. We see many of these cases each year in my office.

Recently, our Athens office dealt with a case in which three families that had lived in rented mobile homes on a property in Gallia County under oral leases faced an illegal eviction attempt. The tenants had not been given written receipts for their monthly payments so they had no paper documentation to prove they were lawfully residing in the homes. The property was titled to a corporate entity that argued the tenants did not have lease agreements with the owner. The oral leases were with one of the individuals tied to the property owner. Ultimately, our Athens office had to file a temporary restraining order after the property owner turned off the water to the rental homes. The court found that there were oral leases and a tenancy existed and the tenants housing has been preserved. However, had HB480 been in effect, the 7 tenants living in these homes could have been set-out on the curb by the sheriff despite having lived in their homes for years.

The elements that create an oral lease agreement can vary based on the specific facts of a case. This alone is reason to ensure that judges and magistrates trained to try cases impartially make decisions as to whether a lease agreement exists. It is unfair – both to the resident of a property and to law enforcement – to make a sheriff's deputy, trained to investigate criminal acts, determine whether a lease agreement exists.

The other circumstance in which LASCO sees allegations that a tenant is residing in a property without a lease is one in which both the property owner and the resident are both victims. Each year my office sees 3-5 cases in which a tenant is facing eviction because they have signed a lease with a third party who does not own the property and had no authority to execute a lease.

In these instances, a scammer convinces a person desperately seeking housing in our tight rental market to sign a lease by representing that they are the property manager for the building. The tenant signs a lease, moves in, and pays rent to the scammer. They continue to pay that rent until the actual owner of the property discovers they are there and files an eviction action against them.

Both the tenant with the fraudulent lease and the property owner have been defrauded by a third party. The defrauded tenant will have to move or be evicted through no fault of their own unless they can negotiate a rental agreement with the actual property owner.

The most egregious example of this in recent memory occurred at the Colonial Village Apartments on the east side of Columbus. Late last year, Columbus City Code officers learned that more than 1,000 Haitian immigrants had been convinced by scammers to move from other states to Columbus for employment and directed to

Colonial Village to live in apartment units that had been ordered vacant but were being “rented” out without the knowledge or authorization of the court appointed receiver managing the property. Many of them did sign leases that purported to be with Colonial Village Apartments. Hundreds of families were paying \$1,000 or more to occupy unsafe rental units. Had HB480 been in place at the time, each of these families, themselves victims of crimes, could have been removed without any recourse or protection.

Ohio faces an acute housing crisis. Homelessness is on the rise throughout the state. Low-income tenants face significant barriers to remaining housed as it is. The civil sheriff’s set out provisions of HB480, while well intentioned, are unnecessary and pose significant risk of abuse. Requiring property owners to proceed against alleged wrongful occupants through current trespass laws or to effect civil removal of tenants through the current eviction best protects and balances the rights of all Ohioans.

Thank you for your time. I am happy to address any questions you may have.

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