

As Introduced

135th General Assembly

Regular Session

2023-2024

H. B. No. 511

Representatives Isaacsohn, Humphrey

A BILL

To amend sections 5321.02, 5321.04, 5321.07, and 1
5321.18 of the Revised Code to amend the law 2
regarding residential landlords and tenants. 3

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That sections 5321.02, 5321.04, 5321.07, and 4
5321.18 of the Revised Code be amended to read as follows: 5

Sec. 5321.02. (A) Subject to section 5321.03 of the 6
Revised Code, a landlord may not retaliate against a tenant by 7
increasing the tenant's rent, decreasing services that are due 8
to the tenant, ~~or~~ bringing or threatening to bring an action for 9
possession of the tenant's premises, interfering with the 10
tenant's right to privacy, harassing the tenant, refusing to 11
honor the rental agreement's terms, or interfering with the 12
tenant's career because: 13

(1) The tenant has complained to an appropriate 14
governmental agency of a violation of a building, housing, 15
health, or safety code that is applicable to the premises, and 16
the violation materially affects health and safety; 17

(2) The tenant has complained to the landlord of any 18
violation of section 5321.04 of the Revised Code; 19

(3) The tenant joined with other tenants for the purpose 20
of negotiating or dealing collectively with the landlord on any 21
of the terms and conditions of a rental agreement. 22

(B) If a landlord acts in violation of division (A) of 23
this section the tenant may: 24

(1) Use the retaliatory action of the landlord as a 25
defense to an action by the landlord to recover possession of 26
the premises; 27

(2) Recover possession of the premises; or 28

(3) Terminate the rental agreement. 29

In addition, the tenant may recover from the landlord any 30
actual damages together with reasonable attorneys' fees. 31

(C) Nothing in division (A) of this section shall prohibit 32
a landlord from increasing the rent to reflect the cost of 33
improvements installed by the landlord in or about the premises 34
or to reflect an increase in other costs of operation of the 35
premises. 36

Sec. 5321.04. (A) A landlord who is a party to a rental 37
agreement shall do all of the following: 38

(1) Comply with the requirements of all applicable 39
building, housing, health, and safety codes that materially 40
affect health and safety; 41

(2) Make all repairs and do whatever is reasonably 42
necessary to put and keep the premises in a fit and habitable 43
condition; 44

(3) Keep all common areas of the premises in a safe and 45
sanitary condition; 46

(4) Maintain in good and safe working order and condition 47
all electrical, plumbing, sanitary, heating, ventilating, and 48
air conditioning fixtures and appliances, and elevators, 49
supplied or required to be supplied by the landlord; 50

(5) When the landlord is a party to any rental agreements 51
that cover four or more dwelling units in the same structure, 52
provide and maintain appropriate receptacles for the removal of 53
ashes, garbage, rubbish, and other waste incidental to the 54
occupancy of a dwelling unit, and arrange for their removal; 55

(6) Supply running water, reasonable amounts of hot water, 56
and reasonable heat at all times, except where the building that 57
includes the dwelling unit is not required by law to be equipped 58
for that purpose, or the dwelling unit is so constructed that 59
heat or hot water is generated by an installation within the 60
exclusive control of the tenant and supplied by a direct public 61
utility connection; 62

(7) Not abuse the right of access conferred by division 63
(B) of section 5321.05 of the Revised Code; 64

(8) Except in the case of emergency or if it is 65
impracticable to do so, give the tenant reasonable notice of the 66
landlord's intent to enter and enter only at reasonable times. 67
Twenty-four hours is presumed to be a reasonable notice in the 68
absence of evidence to the contrary. 69

(9) Promptly commence an action under Chapter 1923. of the 70
Revised Code, after complying with division (C) of section 71
5321.17 of the Revised Code, to remove a tenant from particular 72
residential premises, if the tenant fails to vacate the premises 73
within three days after the giving of the notice required by 74
that division and if the landlord has actual knowledge of or has 75

reasonable cause to believe that the tenant, any person in the 76
tenant's household, or any person on the premises with the 77
consent of the tenant previously has or presently is engaged in 78
a violation as described in division (A) (6) (a) (i) of section 79
1923.02 of the Revised Code, whether or not the tenant or other 80
person has been charged with, has pleaded guilty to or been 81
convicted of, or has been determined to be a delinquent child 82
for an act that, if committed by an adult, would be a violation 83
as described in that division. Such actual knowledge or 84
reasonable cause to believe shall be determined in accordance 85
with that division. 86

(10) Comply with the rights of tenants under the 87
Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 88
501-; 89

(11) Provide a prospective tenant with a written plain 90
language briefing, before signing a written rental agreement 91
with the prospective tenant, informing the prospective tenant of 92
all of the following: 93

(a) The address and, if applicable, unit number of the 94
dwelling unit the prospective tenant is being considered for, 95
unless the landlord offers standard floor plans within a 96
complex, in which case the floor plan the prospective tenant is 97
being considered for may be listed; 98

(b) The amount and frequency of the rent charged for the 99
residential premises; 100

(c) The date rent is due; 101

(d) The duration of the proposed rental agreement, or 102
whether the proposed rental agreement is month-to-month or week- 103
to-week; 104

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| <u>(e) The amount of any security deposit;</u> | 105 |
| <u>(f) The amount of any fees the tenant will or may be</u> <u>charged under the rental agreement that are in addition to rent</u> <u>and any security deposit;</u> | 106 107 108 |
| <u>(g) Whether utility payments will be the responsibility of</u> <u>the landlord or the tenant;</u> | 109 110 |
| <u>(h) All rules or regulations the landlord imposes on</u> <u>tenants;</u> | 111 112 |
| <u>(i) The procedure for submitting and tracking maintenance</u> <u>requests.</u> | 113 114 |
| <u>(12) Provide new tenants, not more than thirty days after</u> <u>they take possession of the residential premises under the</u> <u>rental agreement, a written plain language briefing with the</u> <u>same information required by division (A) (11) of this section;</u> | 115 116 117 118 |
| <u>(13) Provide tenants with both:</u> | 119 |
| <u>(a) The opportunity to be present for move-in and move-out</u> <u>inspections;</u> | 120 121 |
| <u>(b) Sufficient notice of the time of move-in and move-out</u> <u>inspections to allow the tenant to be present and to complete</u> <u>any related paperwork.</u> | 122 123 124 |
| <u>(14) Engage only qualified contractors or employees, who</u> <u>hold the necessary state or local licenses for the work</u> <u>performed, when complying with divisions (A) (1), (2), (4), and</u> <u>(6) of this section;</u> | 125 126 127 128 |
| <u>(15) Be courteous, honest, accurate, straightforward, and</u> <u>responsive in communications with tenants.</u> | 129 130 |
| (B) If the landlord makes an entry in violation of | 131 |

division (A) (8) of this section, makes a lawful entry in an 132
unreasonable manner, or makes repeated demands for entry 133
otherwise lawful that have the effect of harassing the tenant, 134
the tenant may recover actual damages resulting from the entry 135
or demands, obtain injunctive relief to prevent the recurrence 136
of the conduct, and obtain a judgment for reasonable attorney's 137
fees, or may terminate the rental agreement. 138

(C) No landlord shall retain any application fee to a 139
prospective tenant as a requirement for the landlord to consider 140
entering a rental agreement with the prospective tenant unless 141
all of the following apply: 142

(1) The landlord, before collecting the application fee, 143
complies with division (A) (11) of this section; 144

(2) The landlord, at the time the application fee is 145
collected, provides the prospective tenant with a written 146
receipt for the application fee; 147

(3) The landlord offers, in writing, to enter into a 148
rental agreement with the prospective tenant, on the same terms 149
as stated in the briefing required by division (A) (11) of this 150
section, within five business days after collecting the 151
application fee, and the tenant refuses the offer or fails to 152
respond within five business days after receiving the offer, 153
whichever occurs first. 154

Sec. 5321.07. (A) If a landlord fails to fulfill any 155
obligation imposed upon ~~him~~the landlord by section 5321.04 of 156
the Revised Code, other than the ~~obligation~~obligations 157
specified in ~~division~~divisions (A) (9) and (15) of that section, 158
or any obligation imposed upon ~~him~~the landlord by the rental 159
agreement, if the conditions of the residential premises are 160

such that the tenant reasonably believes that a landlord has 161
failed to fulfill any such obligations, or if a governmental 162
agency has found that the premises are not in compliance with 163
building, housing, health, or safety codes that apply to any 164
condition of the premises that could materially affect the 165
health and safety of an occupant, the tenant may give notice in 166
writing to the landlord, specifying the acts, omissions, or code 167
violations that constitute noncompliance. The notice shall be 168
sent to the person or place where rent is normally paid. 169

(B) If a landlord receives the notice described in 170
division (A) of this section and after receipt of the notice 171
fails to remedy the condition within a reasonable time 172
considering the severity of the condition and the time necessary 173
to remedy it, or within thirty days, whichever is sooner, and if 174
the tenant is current in rent payments due under the rental 175
agreement, the tenant may do one of the following: 176

(1) Deposit all rent that is due and thereafter becomes 177
due the landlord with the clerk of the municipal or county court 178
having jurisdiction in the territory in which the residential 179
premises are located; 180

(2) Apply to the court for an order directing the landlord 181
to remedy the condition. As part of the application, the tenant 182
may deposit rent pursuant to division (B)(1) of this section, 183
may apply for an order reducing the periodic rent due the 184
landlord until the landlord remedies the condition, and may 185
apply for an order to use the rent deposited to remedy the 186
condition. In any order issued pursuant to this division, the 187
court may require the tenant to deposit rent with the clerk of 188
court as provided in division (B)(1) of this section. 189

(3) Terminate the rental agreement. 190

(C) This section does not apply to any landlord who is a party to rental agreements that cover three or fewer dwelling units and who provides notice of that fact in a written rental agreement ~~or, in the case of an oral tenancy, delivers written notice of that fact to the tenant at the time of initial occupancy by the tenant.~~

(D) This section does not apply to a dwelling unit occupied by a student tenant.

Sec. 5321.18. (A) Every ~~written~~ rental agreement for residential premises shall be in writing and contain the all of the following:

(1) The name and address of the owner and the name and address of the owner's agent, if any. If the owner or the owner's agent is a corporation, partnership, limited partnership, association, trust, or other entity, the address shall be the principal place of business in the county in which the residential property is situated or if there is no place of business in such county then its principal place of business in this state, and shall include the name of the person in charge thereof.

(2) A telephone number and electronic mail address through which the tenant may contact the landlord;

(3) The amount and frequency of the rent charged for the residential premises;

(4) The date rent is due;

(5) Where rent is to be delivered, if that location is different than the location required to be provided by division

(A) (1) of this section;

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| <u>(6) The amount of any security deposit;</u> | 219 |
| <u>(7) The amount of any fees the tenant will or may be charged under the rental agreement that are in addition to rent and any security deposit;</u> | 220 221 222 |
| <u>(8) Whether utility payments are the responsibility of the landlord or the tenant;</u> | 223 224 |
| <u>(9) All rules or regulations the landlord imposes on tenants;</u> | 225 226 |
| <u>(10) A statement that tenants may qualify for free legal representation, based on income, in the event of a dispute with the landlord, and that they may inquire with Ohio legal help at www.ohiolegalhelp.org or (614) 285-6710.</u> | 227 228 229 230 |
| <u>The written information required by divisions (A) (9) and (10) of this section may be included in the written rental agreement or in a written addendum.</u> | 231 232 233 |
| (B) If the rental agreement is oral, the landlord, at the commencement of the term of occupancy, shall deliver to tenant a written notice containing the information required in division (A) of this section. | 234 235 236 237 |
| (C) If the landlord fails to provide the notice of the name and address of the owner and owner's agent, if any, in the written rental agreement as required under division (A) or (B) (A) (1) of this section, the notices to the landlord required under division (A) of section 5321.07 and division (A) of section 5321.08 of the Revised Code shall be waived by the landlord and his <u>the landlord's</u> agent. | 238 239 240 241 242 243 244 |
| Section 2. That existing sections 5321.02, 5321.04, 5321.07, and 5321.18 of the Revised Code are hereby repealed. | 245 246 |

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| Section 3. The General Assembly finds that individuals | 247 |
| have the right to live not just in individual dwelling units | 248 |
| that meet the requirements of Chapter 5321. of the Revised Code, | 249 |
| but in healthy and safe communities. To that end, the General | 250 |
| Assembly encourages municipal corporations, counties, and | 251 |
| townships to adopt actionable polices to support all of the | 252 |
| following: | 253 |
| (A) The right to live in a community; | 254 |
| (B) The right to live in a community that meets all | 255 |
| applicable health and environmental standards; | 256 |
| (C) The right to live in a community with working | 257 |
| utilities; | 258 |
| (D) The right to receive property management services from | 259 |
| landlords that meet or exceed industry standards, and that are | 260 |
| performed by the landlord or staff who are professionally and | 261 |
| appropriately trained, responsive, and courteous; | 262 |
| (E) The right to receive consistently honest, accurate, | 263 |
| straightforward, and responsive communications from landlords; | 264 |
| (F) The right to receive legal advice when disputes with | 265 |
| landlords arise, including advice on filing claims against a | 266 |
| landlord and means for alternative dispute resolution. | 267 |