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Bill Analysis

Version: As Introduced

Primary Sponsors: Reps. Grim and M. Miller

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SUMMARY

- Allows a tenant who is a victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense ("victim tenant") to terminate a rental agreement without penalty or request installation of replacement locks on the premises, if various procedures are followed, such as, for example providing a certified copy of a qualifying protection order to the landlord.
- Specifies that a rental agreement terminated by a victim tenant continues in effect with regard to any co-tenant under the rental agreement, and the co-tenant remains liable for all early termination penalties in the agreement if the co-tenant also chooses to terminate the agreement.
- Prohibits the landlord from:
  - Taking any retaliatory action toward a victim tenant, including eviction, if the tenant terminates the rental agreement or requests the installation of replacement locks as allowed under the bill.
  - Disclosing certain information concerning a victim tenant including, for example, a forwarding address, to particular persons.
  - Refusing to enter into a rental agreement with an otherwise qualified applicant because of an applicant's disclosure or nondisclosure that the applicant is a victim of specified offenses, such as rape, or based on the landlord's suspicion that the applicant may be a future victim of those offenses.
- Authorizes a nonrefundable income tax credit for a landlord whose tenant has terminated the tenant's rental agreement pursuant to the bill.
- Excludes service calls to law enforcement related to rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense from being a "nuisance" under the Nuisance Law.
- Names the bill the Ohio Safe Homes Act.

DETAILED ANALYSIS

Overview

Under the bill, a tenant who is an alleged victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense (referred to in this analysis as "victim tenant") may terminate their rental agreement early or request installation of new locks on the premises, without a penalty, regardless of what the rental agreement says, so long as the victim follows certain procedures outlined in the bill. The bill also: (1) prohibits a landlord from refusing to enter into a rental agreement with an otherwise qualified applicant for tenancy if the applicant chooses to, or chooses not to, disclose that the applicant was a victim of certain crimes, (2) authorizes an income tax credit for landlords whose tenant terminates their rental agreement pursuant to the bill, and (3) exempts calls to law enforcement related to rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense from being considered a nuisance.

Terminating a rental agreement or changing locks

The bill permits a victim tenant to terminate the victim tenant's rental agreement, request installation of new locks on the premises covered by the agreement, or both, if either (1) a qualifying protection order is issued or approved for the victim tenant's protection, or (2) the victim tenant reported the alleged incident to a qualified third party and the qualified third party provided the victim tenant a written record of the report.[1]

The bill defines the following terms:

- "Qualified third party" means either a law enforcement officer or a qualified advocate acting in the officer's or advocate's official capacity.
- "Qualified advocate" means any person who has completed at least 40 hours of training in victim advocacy, safety planning, crisis response, confidentiality and privilege requirements in state law, and federal funding obligations for victims of domestic violence, human trafficking, menacing by stalking, or sexual violence from training providers approved by the federally recognized state sexual violence or domestic violence coalitions.
- "Qualifying protection order" means either: (1) a protection order issued under Ohio law, which includes a domestic violence protection order issued after a full hearing or approved consent agreement, or a temporary protection order, or (2) a protection order or consent agreement described above that was issued or approved under a substantially similar law of another state or a substantially similar ordinance or resolution of a political subdivision of Ohio or another state.
- "Rape" means a violation of Ohio's rape law, or a substantially similar violation under another state's laws.

[1] R.C. 5321.172(B).

- "Written record of the report" means a written document produced, signed, and dated by a qualified third party that includes the tenant's name, the qualified third party's name, a declaration that the qualified third party meets the bill's definition of a qualified third party, and a statement that the tenant has made a credible report to a qualified third party of a rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense.[2]

Continuing law, unchanged by the bill, defines the following terms: (1) "domestic violence" means the occurrence of certain acts, such as, for example, attempting to cause or recklessly cause bodily injury, against a family or household member or against a person whom the respondent is or was in a dating relationship, (2) "landlord" means the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor, or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement, (3) "law enforcement officer" means various persons, such as, for example, a sheriff, deputy sheriff, police officer of a township or joint police district, or state highway patrol trooper, (4) "political subdivision" is a county, township, municipal corporation, or any other body corporate and politic that is responsible for government activities in a geographic area smaller than that of the state, (5) "rental agreement" means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, amount of rent charged or paid, or any other provisions concerning the use and occupancy of residential premises by one of the parties, (6) "sexually oriented offense" means various violations or offenses committed by a person, regardless of the person's age, including, for example, rape, sexual battery, and voyeurism, and (7) "tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.[3]

Terminating a rental agreement

The victim tenant must take the following two steps prior to terminating the rental agreement:

1. Provide the landlord with a written notice that the rental agreement will terminate and the date the tenant will vacate the property, which must be not later than 30 days after delivering the notice.
2. Provide the landlord with a certified copy of the qualifying protection order or, within 30 days of being signed by a qualified third party, a written record of a report signed by a qualified third party.

A landlord must terminate a victim tenant's rental agreement on the date the tenant vacates the property if both items described above are provided to the landlord. The above

[2] R.C. 5321.172(A)(5), (6), (7), (8), and (10); R.C. 2907.02, 2919.26, 3113.31, not in the bill.

[3] R.C. 5321.172(A)(2), (3), and (9); R.C. 2901.01(A)(11), 2950.01(A), 3113.31(A)(1), and 5321.01(A), (B), (D), and (Q), not in the bill.

information must be provided to the landlord by certified mail, electronic mail, or other method that provides the date and time sent.[4]

When terminating the rental agreement, the victim tenant remains responsible for rent and any other amounts due until the tenant vacates the property.[5] The landlord is required to give the tenant up to 30 days to vacate the property and cannot pursue an eviction or charge a fee for early termination, regardless of any contrary provision of the rental agreement. The landlord is prohibited from changing the locks or otherwise preventing the tenant from retrieving the tenant's possessions. The landlord must also return the security deposit to the tenant after the tenant vacates the property unless the landlord is entitled to keep a portion or all of the deposit in accordance with the Landlords and Tenants Law.[6]

Except as described for co-tenants (discussed next), the termination of a rental agreement pursuant to the bill must be considered the same as if the agreement terminated naturally.[7]

Co-tenants

If a victim tenant terminates a rental agreement pursuant to the bill, the rental agreement continues in effect with regard to any co-tenant under the rental agreement, and the co-tenant remains liable for all early termination penalties in the agreement. The co-tenant is not responsible for any action or inaction by any other person on the rental agreement. A co-tenant can do any of the following:

- Terminate the rental agreement at the same time as the victim tenant;
- Procure a new tenant within 30 days of the notice provided to the landlord by the victim tenant, provided that the landlord has reasonable discretion to refuse a procured prospective new tenant, subject to the same standard screening and approval processes used on all prospective tenants;
- Assume the entire lease.

A "co-tenant" is defined in the bill as an individual, other than a named individual, who is a party to a rental agreement with a victim tenant seeking protection under the bill. "Named individual" means an individual identified in a qualified protection order as restrained from contact with the victim tenant.[8]

Changing locks

Prior to requesting the installation of replacement locks under the bill, the victim tenant must provide the landlord both with (1) a certified copy of the qualifying protection order or a

[4] R.C. 5321.172(C)(1) and (7).

[5] R.C. 5321.172(E).

[6] R.C. 5321.172(F).

[7] R.C. 5321.172(I).

[8] R.C. 5321.172(A)(1) and (4), and (G).

copy of the written record by the qualified third party and (2) a copy of the current key. The above information must be provided to the landlord by certified mail, electronic mail, or other method that provides the date and time sent.

The replacement locks and the installation of the locks must be at the victim tenant's expense, but a landlord cannot charge more than $250 for the installation of replacement locks. Replacement locks must be installed within 24 hours of the landlord receiving the lock replacement request. The landlord may refuse to give the new key to a named individual even if the named individual is a party to the rental agreement. However, the named individual who has been excluded from the residential rental property is still liable for rent under the rental agreement.[9]

Landlord nonretaliation

The bill prohibits a landlord from retaliating against a victim tenant by increasing rent, decreasing services that are due, or bringing or threatening to bring an eviction action, because the victim tenant provided a notice of termination, indicated that the tenant might provide a notice of termination, or requested replacement locks.[10]

Confidentiality

The bill prohibits a landlord from disclosing any of the following:

- A forwarding address, contact information, or any other information that could be used to identify or locate the victim tenant to the named individual, an individual the landlord believes to be a relative of the named individual, or a person acting on behalf of the named individual, unless the relative or person acting on behalf of the named individual is the named individual's attorney.
- That a victim tenant terminated a rental agreement or requested an installation of replacement locks, or is an alleged victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense to any person, including another landlord or credit reporting agency, unless otherwise required by Ohio or federal law.[11]

Rental applicant protection

The bill prohibits a landlord from refusing to enter into a rental agreement with an otherwise qualified applicant for tenancy if the applicant chooses to, or chooses not to, disclose that the applicant was a victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense, or if the landlord has suspicions that the applicant may be a future victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense.[12]

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[9] R.C. 5321.172(C)(2) to (7).

[10] R.C. 5321.02(A).

[11] R.C. 5321.172(D).

[12] R.C. 5321.172(H).

Landlord income tax credit

The bill authorizes a nonrefundable income tax credit for a landlord whose tenant has terminated the tenant's rental agreement under the circumstances prescribed by the bill. The credit equals the lesser of $2,000 or one month's rent for each rental agreement that is so terminated during the taxable years ending on or after the bill's effective date.

If the credit exceeds the taxpayer's income tax liability for a year, the taxpayer may carry forward the excess for up to two additional years. Additionally, if the landlord is a pass-through entity, each taxpayer that holds a direct or indirect equity interest in that pass-through entity may claim the taxpayer's distributive or proportionate share of the credit.

Current law specifies a particular order that a taxpayer must claim various tax credits. For example, a taxpayer entitled to the retirement income credit or the lump sum retirement income credit must claim those credits first. The bill places the new landlord income tax credit eighth in the order that the tax credits must be claimed, immediately after the earned income tax credit and immediately before the nonrefundable credit for education expenses.[13]

Nuisance Law exception

The bill explicitly excludes service calls to law enforcement relating to rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense from being a "nuisance" under the Nuisance Law. The Nuisance Law classifies certain locations as nuisances (such as, for example, any place in or upon which lewdness, assignation, or prostitution is conducted), and empowers various officials to bring a court action to abate the nuisance.[14]

Bill name

The bill is named the Ohio Safe Homes Act.[15]

HISTORY

Action	Date
Introduced	05-12-26

ANHB0855IN-136/sb

[13] R.C. 5747.35 and 5747.98; Section 4.

[14] R.C. 3767.01(C), 3767.05, and 4301.74; R.C. 3767.03, not in the bill.

[15] Section 3.