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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 rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense can change the locks on the premises or 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.
- Requires that if the tenant terminates the rental agreement, the tenant 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 taking any retaliatory action toward the tenant, including eviction, if the tenant terminates the rental agreement or changes the locks 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.
- Specifies that 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.
- Authorizes a nonrefundable income tax credit for a landlord whose tenant has terminated the tenant's rental agreement pursuant to the bill.
- Prohibits the local government or law enforcement agency from charging the victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense or a property owner where the victim resides any fee for the assistance received from a law enforcement officer.

- Explicitly excludes from the General Nuisance Law any call to law enforcement related to rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense.

DETAILED ANALYSIS

General 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 (“victim”) may terminate their rental agreement early, in other words, break their lease, or the victim may change the locks on the premises, without a penalty, regardless of what the lease says, so long as the victim follows the procedures outlined in the bill. The bill authorizes an income tax credit for landlords that rent to a tenant who terminates their rental agreement for this reason. Also, under the bill, when a victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense receives assistance from local law enforcement, the bill prohibits the local government or the law enforcement agency from charging the victim any fee for the assistance they received. Lastly, the bill states that calls to law enforcement related to any of the above crimes cannot be considered a nuisance.

Terminating a rental agreement or changing locks

The bill permits a tenant who is an alleged victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense to terminate the victim’s rental agreement or install new locks on the premises covered by the agreement if a qualifying protection order is issued or if the victim has reported the alleged domestic violence, rape, attempted rape, dating violence, abuse, or sexually oriented offense to a qualified third party, and the qualified third party has provided the tenant a written record of the report.¹ A “**qualified third party**” is defined in the bill as a law enforcement officer, health care professional, an employee of an Ohio court, a mental health professional, or a victim advocate. The “**written record of the report**” is defined as a written document produced 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 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. The written record of the report must also include the qualified third party’s signature and date.²

A landlord cannot retaliate against a tenant by increasing the tenant’s rent, decreasing services that are due to the tenant, or bringing or threatening to bring an eviction action because the tenant provided a notice of termination, indicated that the tenant might provide a

¹ R.C. 5321.172(B).

² R.C. 5321.172(A)(7) and (12).

notice of termination, installed a new lock or locks, or provided notice of the intention to install a new lock or locks.³

Terminating a rental agreement

The 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 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 or, within 30 days of being signed by a qualified third party, a written record of a report signed by a qualified third party.⁴

When terminating the rental agreement, the tenant is responsible for rent and any other amounts due under the rental agreement for the period following delivery of the notice 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 against the tenant or charge the tenant a fee for early termination, regardless of what the rental agreement says. 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 Ohio Landlord and Tenant Law. If a landlord violates these provisions, the tenant can enforce these protections by bringing a civil action against the landlord for all damages caused to the tenant, together with reasonable attorney's fees.⁶

Changing locks

If the tenant instead decides to change the locks, the tenant must provide the landlord with a notice of the intention to install new locks and provide the landlord a certified copy of the qualifying protection order or a copy of the written record signed by the qualified third party. When changing the lock or locks, the tenant can either rekey the lock if it is in good working condition or replace the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced. If the landlord asks, the tenant must provide the new key to the landlord. Under the bill, the landlord can refuse to give the new key to the **"named individual,"** defined in the bill as the person identified in a qualifying protection order as restrained from contact with the victim if the person is named in the rental agreement, regardless of what the rental agreement states. However, the named individual who has been

³ R.C. 5321.02.

⁴ R.C. 5321.172(C)(1).

⁵ R.C. 5321.172(E).

⁶ R.C. 5321.172(F).

excluded from the residential rental property is still liable for rent under the rental agreement, whether the locks have been changed or the lease has been terminated by the victim.⁷

Confidentiality

The landlord is prohibited from disclosing a forwarding address, contact information, or any other information that could be used to identify or locate the victim to the named individual, or 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 person acting on behalf of the named individual is the named individual's attorney.⁸

Other parties to the rental agreement

If the victim terminates a rental agreement, the rental agreement continues in effect with regard to any co-tenant under the rental agreement. A "**co-tenant**" is defined in the bill as an individual, who is not a named individual, who is a party to a rental agreement with a victim seeking protection. The co-tenant is not responsible for any action or inaction by any other person on the rental agreement. Any co-tenant that is in this situation can do any of the following:

1. Terminate the rental agreement at the same time as the protected tenant;
2. Procure a new tenant within 30 days of the notice provided to the landlord by the victim;
3. Assume the entire lease.⁹

Rental applicant protection

The bill prohibits a landlord from refusing to enter into a rental agreement for 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 reasonable suspicions that the applicant may be a future victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense.¹⁰

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 \$200 for each rental agreement that is so terminated during taxable years ending on or after the bill's 90-day effective date.

⁷ R.C. 5321.172(A)(6) and (C)(2) through (6).

⁸ R.C. 5321.172(D).

⁹ R.C. 5321.172(G).

¹⁰ R.C. 5321.172(H).

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. The Tax Commissioner may adopt any rules necessary to administer the credit.¹¹

Fees for victim assistance

The bill prohibits a county, municipal corporation, or township, or any law enforcement agency of a county, municipal corporation, or township, to charge a fee¹² to any victim of rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense or any property owner where a victim resides for any assistance that law enforcement officers provide to the victim.¹³

Nuisance Law exception

Under continuing law, 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 rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense.¹⁴ Therefore, under the bill, such a call could not be considered a nuisance.

HISTORY

Action	Date
Introduced	04-14-21

ANHB0256IN-134/ec

¹¹ R.C. 5747.35 and 5747.98; Section 3.

¹² The bill uses the term "charge" not the phrase "charge a fee," but it seems that "charge a fee" is what is implied.

¹³ R.C. 9.131.

¹⁴ R.C. 3767.01(C)(2) and 3767.05 and conforming changes in R.C. 4301.74.