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# OHIO LEGISLATIVE SERVICE COMMISSION

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135<sup>th</sup> General Assembly

## Bill Analysis

**Version:** As Introduced

**Primary Sponsor:** Rep. Grim

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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 to change the locks on the premises or terminate a rental agreement without liability for early termination.
- Requires the tenant to provide the landlord a notice of termination and a copy of a protection order or a written report of the alleged crime by a police officer, health care professional, court employee, mental health professional, or victim advocate.
- Requires the tenant to vacate the property within 30 days of delivering notice of termination 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 as allowed under the bill.
- Permits a tenant to sue a landlord that takes retaliatory action for damages and reasonable attorney fees.
- Specifies that if the tenant terminates a rental agreement under the bill, the agreement remains 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.
- 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.
- Names the bill the Ohio Safe Homes Act.

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## 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 or change the locks on the premises, without a penalty, regardless of what the lease says, so long as the victim follows certain 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, calls to law enforcement related to rape, attempted rape, domestic violence, dating violence, abuse, or a sexually oriented offense cannot be considered a nuisance.

### Terminating a rental agreement or changing locks

The bill permits a tenant who is a victim of an alleged 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 either (1) a qualifying protection order is issued, or (2) the victim reports the alleged incident to a qualified third party and the qualified third party provides the tenant a written record of the report.<sup>1</sup> 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. A “**written record of the report**” is defined as 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 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.<sup>2</sup>

The bill prohibits a landlord from retaliating against a tenant, such as 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 notice of termination, installed a new lock or locks, or provided notice of the intention to install a new lock or locks.<sup>3</sup>

### 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.

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<sup>1</sup> R.C. 5321.172(B).

<sup>2</sup> R.C. 5321.172(A)(7) and (12).

<sup>3</sup> R.C. 5321.02.

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.<sup>4</sup>

When terminating the rental agreement, the tenant remains responsible for rent and any other amounts due until the tenant vacates the property.<sup>5</sup> 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 Ohio Landlord and Tenant Law. If a landlord violates these provisions, the tenant may bring a civil action against the landlord for all damages caused to the tenant, together with reasonable attorney's fees.<sup>6</sup>

### **Changing locks**

If the tenant intends to change the locks on the premises, the tenant must provide the landlord with a notice of that intention 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 locks, the tenant can either rekey the existing lock, if it is in good working condition, or replace the entire locking mechanism with a locking mechanism of equal or better quality. Upon request, the tenant must provide a new key to the landlord. Under the bill, the landlord may 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, 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, whether the locks have been changed or the lease has been terminated by the victim.<sup>7</sup>

### **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.<sup>8</sup>

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<sup>4</sup> R.C. 5321.172(C)(1).

<sup>5</sup> R.C. 5321.172(E).

<sup>6</sup> R.C. 5321.172(F).

<sup>7</sup> R.C. 5321.172(A)(6) and (C)(2) through (6).

<sup>8</sup> R.C. 5321.172(D).

## 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.<sup>9</sup>

## 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.<sup>10</sup>

## 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.

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.<sup>11</sup>

## 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

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<sup>9</sup> R.C. 5321.172(G).

<sup>10</sup> R.C. 5321.172(H).

<sup>11</sup> R.C. 5747.35 and 5747.98; Section 4.

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.<sup>12</sup> Therefore, under the bill, such a call could not be considered a nuisance.

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## HISTORY

Action	Date
Introduced	03-29-23

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<sup>12</sup> R.C. 3767.01(C)(2) and conforming changes in R.C. 3767.05 and 4301.74.