



OHIO LEGISLATIVE SERVICE COMMISSION

Bill Analysis

Lisa Sandberg

S.B. 234

132nd General Assembly
(As Introduced)

Sens. LaRose, Eklund, Jordan, Hottinger, Uecker

BILL SUMMARY

- Generally bars a rental agreement for "subsidized residential premises" (a defined term) from requiring a tenant to agree to a prohibition or restriction on the lawful ownership, use, or possession of a firearm, a firearm component, or ammunition within the tenant's rental dwelling unit.
- Allows a landlord to impose reasonable restrictions on the possession, use, or transport of a firearm, a firearm component, or ammunition within common areas if they do not circumvent the purpose of the provision described in the preceding dot point.
- Requires a tenant to exercise reasonable care in storing a firearm, a firearm component, or ammunition.
- Provides a civil action for recovery of damages, court costs, and reasonable attorney's fees against a landlord who brings an action to enforce a rental agreement provision barred by the provisions described in the first dot point.
- Provides a landlord with civil immunity with respect to an occurrence involving a firearm, a firearm component, or ammunition that the landlord is required under the bill to allow on the property.
- Specifies that the bill's provisions do not apply to, limit, or affect any prohibition or restriction required by any Ohio or federal law, rule, or regulation.

CONTENT AND OPERATION

Firearms restrictions in a subsidized residential premises lease

The bill specifies that a rental agreement for subsidized residential premises may not contain a provision or impose a rule that requires a person to agree, as a condition of tenancy in the residential premises, to a prohibition or restriction on the lawful ownership, use, or possession of a firearm (as defined in the Weapons Control Law), firearm component, or ammunition within the tenant's specific rental dwelling unit. A landlord may impose reasonable restrictions related to the possession, use, or transport of a firearm, a firearm component, or ammunition within common areas as long as those restrictions do not circumvent the purpose of the provisions described in this paragraph. A tenant must exercise reasonable care in the storage of a firearm, firearm component, or ammunition. The restriction described above is separate from, and in addition to, the restrictions set forth in R.C. 2923.126(C)(3)(b), which provides that a landlord may not prohibit or restrict a tenant who holds a valid concealed handgun license and who enters into a rental agreement with the landlord for the use of residential premises, and the tenant's guest while the tenant is present, from lawfully carrying or possessing a handgun on those residential premises.¹

"Subsidized residential premises" means residential premises for which the landlord receives rental assistance payments under a rental assistance agreement administered by the U.S. Department of Agriculture under the multifamily housing rental assistance program under Title V of the "Federal Housing Act of 1949" or receives housing assistance payments under a housing assistance payment contract administered by the U.S. Department of Housing and Urban Development under the Housing Choice Voucher Program, the New Construction Program, the Substantial Rehabilitation Program, or the Moderate Rehabilitation Program under Section 8 of the "United States Housing Act of 1937." "Subsidized residential premises" does not include owner-occupied residential premises of two or fewer dwelling units.²

Recovery of damages, court costs, and attorney's fees

If a landlord brings an action to enforce a provision or rule barred under the above-described provisions, a tenant, tenant's household member, or tenant's guest who is or would be affected by the enforcement may recover actual damages sustained by

¹ R.C. 5321.13(G)(1).

² R.C. 5321.01(P).



that tenant, household member, or guest, and, additionally, court costs and reasonable attorney's fees.³

Civil immunity for landlord

Except in cases of willful, wanton, or reckless misconduct or grossly negligent conduct of the landlord, a landlord is not liable in a civil action for injury, death, or loss to person or property or other damages resulting from or arising out of an occurrence involving a firearm, a firearm component, or ammunition that the landlord is required under the bill's provisions to allow on the property.⁴

Application of provisions to Ohio or federal law

The above-described provisions do not apply with respect to, limit, or affect any prohibition or restriction that is required by any Ohio or federal law, rule, or regulation.⁵

HISTORY

ACTION	DATE
Introduced	11-21-17

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³ R.C. 5321.13(G)(2).

⁴ R.C. 5321.13(G)(3).

⁵ R.C. 5321.13(G)(4).

