

As Introduced

**127th General Assembly
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H. B. No. 290

Representatives Budish, Foley

Cosponsors: Representatives Koziura, Yates, DeBose, Skindell

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A B I L L

To amend sections 3733.10 and 5321.04 of the Revised 1
Code to require a landlord or manufactured home 2
park operator, in general, to supply electric, 3
gas, water, and sewage disposal service and 4
related fixtures and appliances and to pay the 5
required amount due for the service in a timely 6
manner unless the service to the tenant's or 7
resident's dwelling unit is individually metered 8
by a meter accessible to the tenant or resident, 9
the landlord or operator notifies the tenant or 10
resident in writing that the tenant or resident is 11
liable for the cost of electric, gas, water, and 12
sewage disposal service, the tenant or resident is 13
the customer with the public utility supplying the 14
service, and the tenant or resident is billed only 15
the cost that the public utility assesses for 16
supplying the service to the dwelling unit. 17
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BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That sections 3733.10 and 5321.04 of the Revised 19
Code be amended to read as follows: 20

Sec. 3733.10. (A) A park operator who is a party to a rental agreement shall:

(1) Comply with the requirements of all applicable building, housing, health, and safety codes which materially affect health and safety and rules of the public health council;

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

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

(4) Maintain in good and safe working order and condition all electrical and plumbing fixtures and appliances, and septic systems, sanitary and storm sewers, refuse receptacles, and well and water systems that are supplied or required to be supplied by ~~him~~ the park operator;

(5) Not abuse the right of access conferred by division (B) of section 3733.101 of the Revised Code;

(6) Except in the case of emergency or if it is impracticable to do so, give the resident reasonable notice of ~~his~~ the park operator's intent to enter onto the residential premises and enter only at reasonable times. Twenty-four hours notice shall be presumed to be a reasonable notice in the absence of evidence to the contrary;

(7) Pay for electric, gas, water, and sewage disposal services supplied to the manufactured or mobile home that is covered by the rental agreement, unless all of the following conditions are met:

(a) During the term of the rental agreement, a public utility supplies the applicable electric, gas, water, or sewage disposal service to the resident's manufactured or mobile home, an individual meter of the public utility measures only the

applicable electric, gas, water, or sewage disposal service 51
supplied to the manufactured or mobile home, the resident is the 52
customer with the public utility for the applicable electric, gas, 53
water, or sewage disposal service supplied to the manufactured or 54
mobile home, and, for the electric, gas, water, or sewage disposal 55
service supplied to the manufactured or mobile home, the resident 56
is billed only the cost that the public utility assesses for 57
supplying the manufactured or mobile home with the applicable 58
electric, gas, water, or sewage disposal service. 59

(b) The resident has reasonable access to the individual 61
meter for the manufactured or mobile home for the purpose of 62
reading the meter. 63

(c) The park operator provides a public utility with 64
reasonable access to the individual meter, and any other equipment 65
as necessary, to terminate a customer's service. 66

(d) The rental agreement clearly states that the resident is 67
liable for the cost of the applicable electric, gas, water, and 68
sewage disposal services supplied to the resident's manufactured 69
or mobile home during the term of the rental agreement, or, in the 70
case of an oral rental agreement, prior to entering into the 71
rental agreement, the park operator provides the resident with a 72
written notice that clearly states that the resident is liable for 73
the cost of the applicable electric, gas, water, and sewage 74
disposal services supplied to the resident's manufactured or 75
mobile home during the term of the rental agreement; 76

(8) Make all payments for electric, gas, water, and sewage 77
disposal services that are supplied to the manufactured or mobile 78
home and for which the resident is not liable in a timely manner 79
and in the required amount. 80

(B) If the park operator violates any provision of this 81

section, makes a lawful entry onto the residential premises in an 82
unreasonable manner, or makes repeated demands for entry otherwise 83
lawful which demands have the effect of harassing the resident, 84
the resident may recover actual damages resulting from the 85
violation, entry, or demands and injunctive relief to prevent the 86
recurrence of the conduct, and if ~~he~~ the resident obtains a 87
judgment, reasonable attorneys' fees, or terminate the rental 88
agreement. If the park operator fails to make a timely payment to 89
a public utility in the required amount in accordance with 90
division (A)(8) of this section, the resident may recover actual 91
damages resulting from the violation, may obtain injunctive relief 92
to prevent the recurrence of the conduct, and if the resident 93
obtains a judgment, may recover reasonable attorney's fees or 94
terminate the rental agreement. If a resident's electric, gas, 95
water, or sewage disposal service is disconnected due to the park 96
operator's failure to make a payment in accordance with division 97
(A)(8) of this section, and the resident is not delinquent in 98
rental payments, the resident may terminate the rental agreement 99
if service is not restored within two days after the resident 100
provides the park operator with written notice of the 101
disconnection of service. 102

(C) As used in this section: 103

(1) "Public utility" means any retail supplier of electric, 104
gas, water, or related services or of sewage disposal services, 105
including, but not limited to, an electric light company, gas 106
company, natural gas company, water-works company, heating or 107
cooling company, sewage disposal system company, municipal 108
corporation, cooperative, competitive retail electric supplier, or 109
competitive retail natural gas supplier. 110

(2) "Customer" means a resident who enters into a contractual 111
agreement with a public utility to receive electric, gas, water, 112
or sewage disposal service for the resident's manufactured or 113

mobile home. 114

(3) "Electric light company," "gas company," "natural gas company," "water-works company," "heating or cooling company," and "sewage disposal system company" have the same meanings as in section 4905.03 of the Revised Code. 115
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Sec. 5321.04. (A) A landlord who is a party to a rental agreement shall do all of the following: 119
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(1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety; 121
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(2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; 124
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(3) Keep all common areas of the premises in a safe and sanitary condition; 126
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(4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by ~~him~~ the landlord; 128
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(5) When ~~he~~ the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal; 132
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(6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, ~~except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection~~ and supply all electrical, plumbing, sanitary, heating, 137
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and ventilating fixtures and appliances that are either required 144
by applicable building, housing, health, and safety codes or 145
necessary to make the premises fit and habitable; 146

(7) Not abuse the right of access conferred by division (B) 147
of section 5321.05 of the Revised Code; 148

(8) Except in the case of emergency or if it is impracticable 149
to do so, give the tenant reasonable notice of ~~his~~ the landlord's 150
intent to enter and enter only at reasonable times. Twenty-four 151
hours is presumed to be a reasonable notice in the absence of 152
evidence to the contrary. 153

(9) Promptly commence an action under Chapter 1923. of the 154
Revised Code, after complying with division (C) of section 5321.17 155
of the Revised Code, to remove a tenant from particular 156
residential premises, if the tenant fails to vacate the premises 157
within three days after the giving of the notice required by that 158
division and if the landlord has actual knowledge of or has 159
reasonable cause to believe that the tenant, any person in the 160
tenant's household, or any person on the premises with the consent 161
of the tenant previously has or presently is engaged in a 162
violation as described in division (A)(6)(a)(i) of section 1923.02 163
of the Revised Code, whether or not the tenant or other person has 164
been charged with, has pleaded guilty to or been convicted of, or 165
has been determined to be a delinquent child for an act that, if 166
committed by an adult, would be a violation as described in that 167
division. Such actual knowledge or reasonable cause to believe 168
shall be determined in accordance with that division; 169

(10) Pay for electric, gas, water, and sewage disposal 170
services supplied to a dwelling unit in a timely manner in the 171
required amount except as provided in division (C) of this 172
section. 173

(B) If the landlord makes an entry in violation of division 174

(A)(8) of this section, makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages resulting from the entry or demands, obtain injunctive relief to prevent the recurrence of the conduct, and obtain a judgment for reasonable attorney's fees, or may terminate the rental agreement. If the landlord fails to make a timely payment to a public utility in the required amount in accordance with division (A)(10) of this section, the tenant may recover actual damages resulting from the violation, may obtain injunctive relief to prevent the recurrence of the conduct, and, if the tenant obtains a judgment, may recover reasonable attorney's fees or terminate the rental agreement. If a tenant's electric, gas, water, or sewage disposal service is disconnected due to the landlord's failure to make a payment in accordance with division (A)(10) of this section, and the tenant is not delinquent in rental payments, the tenant may terminate the rental agreement if service is not restored within two days after the tenant provides the landlord with written notice of the disconnection of service.

(C) A landlord who is a party to a rental agreement shall pay for electric, gas, water, and sewage disposal services supplied to the tenant's dwelling unit that is covered by the rental agreement unless all of the following conditions are met:

(1) During the term of the rental agreement, a public utility supplies the applicable electric, gas, water, or sewage disposal service to the dwelling unit, an individual meter of the public utility measures only the applicable electric, gas, water, or sewage disposal service supplied to the dwelling unit, the tenant is the customer with the public utility for the applicable electric, gas, water, or sewage disposal service supplied to the dwelling unit, and, for the applicable electric, gas, water, or sewage disposal service supplied to the dwelling unit, the tenant

is billed only the cost that the public utility assesses for 207
supplying the dwelling unit with the applicable electric, gas, 208
water, or sewage disposal service. 209

(2) The tenant has reasonable access to the individual meter 210
for the dwelling unit for the purpose of reading the meter. 211

(3) The landlord provides a public utility with reasonable 212
access to the individual meter, and any other equipment as 213
necessary, to terminate a customer's service. 214

(4) The rental agreement clearly states that the tenant is 215
liable for the cost of the applicable electric, gas, water, and 216
sewage disposal services supplied to the dwelling unit during the 217
term of the rental agreement, or, in the case of an oral rental 218
agreement, prior to entering into the agreement, the landlord 219
provides the tenant with a written notice that clearly states that 220
the tenant is liable for the cost of the applicable electric, gas, 221
water, and sewage disposal services supplied to the dwelling unit 222
during the term of the rental agreement. 223

(D) As used in this section: 224

(1) "Public utility" means any retail supplier of electric, 225
gas, water, or related services or of sewage disposal services, 226
including, but not limited to, an electric light company, gas 227
company, natural gas company, water-works company, heating or 228
cooling company, sewage disposal system company, municipal 229
corporation, cooperative, competitive retail electric supplier, or 230
competitive retail natural gas supplier. 231

(2) "Customer" means a tenant who enters into a contractual 232
agreement with a public utility to receive electric, gas, water, 233
or sewage disposal service for the tenant's dwelling unit. 234

(3) "Electric light company," "gas company," "natural gas 235
company," "water-works company," "heating or cooling company," and 236
"sewage disposal system company" have the same meanings as in 237

section 4905.03 of the Revised Code. 238

Section 2. That existing sections 3733.10 and 5321.04 of the 239
Revised Code are hereby repealed. 240