

As Passed by the House

128th General Assembly

Regular Session

2009-2010

Am. Sub. H. B. No. 9

Representatives Celeste, Foley

Cosponsors: Representatives Garrison, Heard, Okey, Harris, Boyd, Newcomb, Harwood, Koziura, Hagan, Skindell, Stewart, Slesnick, Chandler, Brown, Murray, Mallory, DeBose, Patten, Oelslager, Lehner, Yuko, Moran, Pryor, Williams, S., Pillich, Phillips, Williams, B., Letson, Winburn, Fende, Luckie, Driehaus, Garland, Weddington, Carney, DeGeeter, Dodd, Lundy, Sayre, Sykes, Szollosi, Ujvagi, Yates

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A B I L L

To amend section 5321.04 and to enact section 5321.20 1
of the Revised Code to require that notice of 2
foreclosure and related sale of residential rental 3
property be given to tenants at that property and 4
to specify that a rental agreement for a 5
residential property that is sold pursuant to a 6
foreclosure action converts to a month-to-month 7
rental agreement. 8

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That section 5321.04 be amended and section 9
5321.20 of the Revised Code be enacted to read as follows: 10

Sec. 5321.04. (A) A landlord who is a party to a rental 11
agreement shall do all of the following: 12

(1) Comply with the requirements of all applicable building, 13
housing, health, and safety codes that materially affect health 14

and safety;	15
(2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;	16 17
(3) Keep all common areas of the premises in a safe and sanitary condition;	18 19
(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 <u>the landlord</u> ;	20 21 22 23
(5) When he <u>the landlord</u> 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;	24 25 26 27 28
(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;	29 30 31 32 33 34 35
(7) Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;	36 37
(8) Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of his <u>the landlord's</u> intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.	38 39 40 41 42
(9) Promptly commence an action under Chapter 1923. of the Revised Code, after complying with division (C) of section 5321.17	43 44

of the Revised Code, to remove a tenant from particular 45
residential premises, if the tenant fails to vacate the premises 46
within three days after the giving of the notice required by that 47
division and if the landlord has actual knowledge of or has 48
reasonable cause to believe that the tenant, any person in the 49
tenant's household, or any person on the premises with the consent 50
of the tenant previously has or presently is engaged in a 51
violation as described in division (A)(6)(a)(i) of section 1923.02 52
of the Revised Code, whether or not the tenant or other person has 53
been charged with, has pleaded guilty to or been convicted of, or 54
has been determined to be a delinquent child for an act that, if 55
committed by an adult, would be a violation as described in that 56
division. Such actual knowledge or reasonable cause to believe 57
shall be determined in accordance with that division. 58

(10) Include a provision in any written rental agreement that 59
informs the tenant of the landlord's obligations under section 60
5321.20 of the Revised Code. The provision should substantially 61
conform to the following: 62

"The landlord must notify you within sixty days after a 63
foreclosure action is filed that the property you reside in may be 64
sold at auction pursuant to that action. The landlord must also 65
notify you of the date, time, and place of the sale at least 66
twenty-one days before the date of the sale at auction. If the 67
property is sold at auction, the new owner will become your 68
landlord, the rental agreement will convert to a month-to-month 69
rental agreement, and the previous owner is required to remit to 70
the new owner any security deposits that you have paid." 71

(B) If the landlord makes an entry in violation of division 72
(A)(8) of this section, makes a lawful entry in an unreasonable 73
manner, or makes repeated demands for entry otherwise lawful that 74
have the effect of harassing the tenant, the tenant may recover 75
actual damages resulting from the entry or demands, obtain 76

injunctive relief to prevent the recurrence of the conduct, and 77
obtain a judgment for reasonable attorney's fees, or may terminate 78
the rental agreement. 79

Sec. 5321.20. (A) Any rental agreement for a residential 80
property that has been sold pursuant to a court order under a 81
foreclosure action shall convert to a month-to-month rental 82
agreement when the court has confirmed the sale pursuant to 83
section 2329.31 of the Revised Code. Upon confirmation, the 84
successor in interest to the property shall assume interest in the 85
rental agreement and shall be the landlord under the rental 86
agreement. 87

(B)(1) Any landlord of a residential property that has been 88
notified by a court that the property is the subject of a 89
foreclosure action shall provide each tenant at that property with 90
written notice of the foreclosure action. The notice shall include 91
a statement in substantially the following form and printed in 92
fourteen-point, times new roman font: 93

"This property is undergoing foreclosure. For more 94
information on this action, you should contact the(your 95
county) Clerk of Courts for the Court of Common Pleas, 96
.....(address), at(phone number). 97

A sale at auction may or may not occur as a result of this 98
foreclosure. Currently, [the sale of this property has been set 99
for(time, date, and place)] or [no date for sale of 100
this property has been established]. You will receive written 101
notice of the sale at least twenty-one days before it takes place. 102

If there is a sale of this property at auction, your current 104
rental agreement will convert to a month-to-month rental agreement 105
upon the sale of the property. 106

Note: With a month-to-month rental agreement, either the 107
tenant or the landlord may terminate the agreement by providing 108
written notice of termination to the other at least thirty days 109
prior to a date on which the rent payment normally is due. The 110
rental agreement then terminates on that date." 111

(2) If the rental agreement is entered into before the 112
foreclosure action is initiated, the landlord shall provide the 113
written notice of the foreclosure action within sixty days after 114
having been notified by the court that the foreclosure action has 115
been filed. If the rental agreement is entered into after the 116
foreclosure action is initiated, the landlord shall include the 117
written notice of the foreclosure action in the rental agreement. 118

(C) Any landlord of a residential property that is the 119
subject of a foreclosure action shall provide each tenant at that 120
property with written notice of the date, time, and place of the 121
sale of the foreclosed property at least twenty-one days before 122
the date of the sale at auction. 123

(D) Within seven days after the court, pursuant to section 124
2329.31 of the Revised Code, confirms the foreclosure sale, the 125
previous owner who was subject to the foreclosure action shall 126
forward to the successor in interest an amount equal to any 127
security deposits paid by the tenant to the previous owner on the 128
subject property. The successor shall be liable, as the landlord, 129
only for the security deposits that the successor receives. Each 130
such security deposit that the successor receives shall be a 131
security deposit, under the rental agreement that is referenced in 132
this section, for the tenant who paid the security deposit. 133

Notwithstanding the other provisions of this section, the 134
tenant and the successor may mutually agree that the tenant's 135
rental agreement, as of the date the foreclosure sale is 136
confirmed, shall continue in effect with the successor as the 137
landlord, not convert to a month-to-month rental agreement, and be 138

enforceable. 139

(E) In addition to any other remedy under law, a tenant may 140
recover the greater of actual damages or one month's rent plus the 141
security deposit amount and reasonable attorney's fees, obtain 142
injunctive relief to enforce the rental agreement, or both, if a 143
landlord or a successor in interest does either of the following: 144

(1) Fails to honor a rental agreement as division (A) of this 145
section requires; 146

(2) Fails to provide the written notices that divisions (B) 147
and (C) of this section require. 148

(F) The rights and remedies provided for in this section are 149
in addition to, and do not preempt, any other rights and remedies 150
that a tenant or landlord may be entitled to under law. 151

(G) The successor in interest pursuant to division (A) of 152
this section assumes the right to enter the property subject to 153
division (A)(8) of section 5321.04 of the Revised Code. 154

Section 2. That existing section 5321.04 of the Revised Code 155
is hereby repealed. 156