

**As Introduced**

**129th General Assembly  
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**H. B. No. 181**

**Representatives Celeste, Foley**

**Cosponsors: Representatives Antonio, Ashford, Driehaus, Garland,  
Hagan, R., Letson, Murray, Okey, Phillips, Pillich, Ramos, Weddington,  
Williams, Yuko**

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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 16

to put and keep the premises in a fit and habitable condition; 17

(3) Keep all common areas of the premises in a safe and 18  
sanitary condition; 19

(4) Maintain in good and safe working order and condition all 20  
electrical, plumbing, sanitary, heating, ventilating, and air 21  
conditioning fixtures and appliances, and elevators, supplied or 22  
required to be supplied by ~~him~~ the landlord; 23

(5) When ~~he~~ the landlord is a party to any rental agreements 24  
that cover four or more dwelling units in the same structure, 25  
provide and maintain appropriate receptacles for the removal of 26  
ashes, garbage, rubbish, and other waste incidental to the 27  
occupancy of a dwelling unit, and arrange for their removal; 28

(6) Supply running water, reasonable amounts of hot water, 29  
and reasonable heat at all times, except where the building that 30  
includes the dwelling unit is not required by law to be equipped 31  
for that purpose, or the dwelling unit is so constructed that heat 32  
or hot water is generated by an installation within the exclusive 33  
control of the tenant and supplied by a direct public utility 34  
connection; 35

(7) Not abuse the right of access conferred by division (B) 36  
of section 5321.05 of the Revised Code; 37

(8) Except in the case of emergency or if it is impracticable 38  
to do so, give the tenant reasonable notice of ~~his~~ the landlord's 39  
intent to enter and enter only at reasonable times. Twenty-four 40  
hours is presumed to be a reasonable notice in the absence of 41  
evidence to the contrary. 42

(9) Promptly commence an action under Chapter 1923. of the 43  
Revised Code, after complying with division (C) of section 5321.17 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 property that has been sold pursuant to a court order under a foreclosure action shall convert to a month-to-month rental agreement when the court has confirmed the sale pursuant to section 2329.31 of the Revised Code. Upon confirmation, the successor in interest to the property shall assume interest in the rental agreement and shall be the landlord under the rental agreement. 80  
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(B)(1) Any landlord of a residential property that has been notified by a court that the property is the subject of a foreclosure action shall provide each tenant at that property with written notice of the foreclosure action. The notice shall include a statement in substantially the following form and printed in fourteen-point, times new roman font: 88  
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"This property is undergoing foreclosure. For more information on this action, you should contact the .....(your county) Clerk of Courts for the Court of Common Pleas, .....(address), at .....(phone number). 94  
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A sale at auction may or may not occur as a result of this foreclosure. Currently, [the sale of this property has been set for .....(time, date, and place)] or [no date for sale of this property has been established]. You will receive written notice of the sale at least twenty-one days before it takes place. 98  
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If there is a sale of this property at auction, your current rental agreement will convert to a month-to-month rental agreement upon the sale of the property. 104  
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Note: With a month-to-month rental agreement, either the tenant or the landlord may terminate the agreement by providing written notice of termination to the other at least thirty days prior to a date on which the rent payment normally is due. The 107  
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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

<u>security deposit amount and reasonable attorney's fees, obtain</u>	142
<u>injunctive relief to enforce the rental agreement, or both, if a</u>	143
<u>landlord or a successor in interest does either of the following:</u>	144
<u>(1) Fails to honor a rental agreement as division (A) of this</u>	145
<u>section requires;</u>	146
<u>(2) Fails to provide the written notices that divisions (B)</u>	147
<u>and (C) of this section require.</u>	148
<u>(F) The rights and remedies provided for in this section are</u>	149
<u>in addition to, and do not preempt, any other rights and remedies</u>	150
<u>that a tenant or landlord may be entitled to under law.</u>	151
<u>(G) The successor in interest pursuant to division (A) of</u>	152
<u>this section assumes the right to enter the property subject to</u>	153
<u>division (A)(8) of section 5321.04 of the Revised Code.</u>	154
<b>Section 2.</b> That existing section 5321.04 of the Revised Code	155
is hereby repealed.	156