



Ohio Legislative Service Commission

Bill Analysis

Suzanne Lindamood

H.B. 64

128th General Assembly
(As Introduced)

Reps. Pillich, Foley, Pryor, Hagan, Murray, Garland, Letson, Weddington, S. Williams, B. Williams, Patten, Phillips, Yuko, Skindell, Koziura, Luckie

BILL SUMMARY

- Enables a tenant who is a service member to terminate a rental agreement after receiving military orders to relocate or deploy for a period of deployment that is not less than 90 days.
- Establishes procedures for notifying the landlord of the termination and establishes the effective date of a termination.
- Specifies the duties of the landlord and the tenant under an early termination.
- Deems that a termination pursuant to the bill is not an early termination so the Ohio Landlord and Tenant Law applies in the same manner as for a termination that is pursuant to the terms of a rental agreement.
- Establishes civil damages for a landlord's violation of the bill's provisions.

CONTENT AND OPERATION

Service member right to terminate rental agreement

The bill enables a tenant who is a service member to terminate a rental agreement at any time after the tenant receives military orders that require the tenant to relocate due to a permanent change of station or to deploy on active duty with a military unit or as a person in support of a military operation, for a period of not less than 90 days. (R.C. 5321.20(A).)

Any termination under the bill is at the tenant's option, but must be done according to the bill's procedures. To terminate the rental agreement, the bill requires

the tenant to deliver a written notice of the termination, along with a copy of the military orders, to the landlord at the address where rent normally is paid. The delivery may be in person or sent by United States mail, return receipt requested, to that address. (R.C. 5321.20(B).)

When effective

The termination of a service member's rental agreement is effective as follows:

- In the case of a month-to-month rental agreement, 30 days after the date on which the next rental payment is due;
- In the case of any other rental agreement, on the last day of the month that follows the month in which the notice is delivered. (R.C. 5321.20(C).)

Landlord and tenant responsibilities

The bill requires the tenant to pay, on a prorated basis, any rent that is due for the period preceding the effective termination date of the rental agreement. It requires the landlord to refund, within 30 days after the effective termination date, any rental amounts that the tenant paid in advance for any period that is after the effective termination date. The landlord must return to the tenant any deposit and other amounts due to the tenant as required under the Ohio Landlord and Tenant Law as if the rental agreement ended on the effective termination date pursuant to its own terms. (R.C. 5321.20(D).)

Deemed not early termination

The bill deems the early termination of a rental agreement under the bill to be a termination pursuant to the terms of the rental agreement. The early termination may not be used as a basis for withholding a security deposit or other amounts due the tenant. However, the bill specifies that a landlord may withhold amounts for actual damages as the Ohio Landlord and Tenants Law permits for rental agreements that expire pursuant to their own terms. (R.C. 5321.20(E).)

Damages

The bill permits a tenant to recover treble damages and reasonable attorney's fees for a landlord's violation of the bill's provisions. It enables a tenant who terminates the rental agreement due to deployment to file for damages at any time prior to 90 days following the tenant's return from deployment or at any later time as otherwise provided by law. (R.C. 5321.20(F).)

Definitions

The bill enacts the following definitions, which are consistent with the SCRA (discussed in **COMMENT** section below):

"**Active duty**" means duty that is in response to military orders to deploy with a military unit or as an individual in support of a military operation, for a period of not less than 90 days. The military orders may be in response to an executive order of the President of the United States, an act of the Congress of the United States, or an order of the Governor. When associated with these military orders, "active duty includes full-time training, training at a school designated as a service school by law or by the secretary of the military department concerned and full-time National Guard duty. (R.C. 5321.01(O).)

"**Service member**" means a member of the armed forces or reserve forces of the United States or a member of the Ohio National Guard. (R.C. 5321.01(P).)

"**Military orders**" means official military orders or any notification, certification, or verification from the service member's commanding officer with respect to the service member's current or future military duty status. (R.C. 5321.01(Q).)

COMMENT

Servicemembers Civil Relief Act of 2003

The right to terminate a rental agreement that H.B. 64 provides is consistent with the requirements of the federal Servicemembers Civil Relief Act of 2003 (SCRA), formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940. SCRA gives military member rights, including rights related to rental agreements. (50 U.S.C. 535.)

SCRA lease termination provisions

SCRA enables a service member who is renting to terminate the lease if the lease was signed before the service member entered military service or the service member signs the lease while in active duty then later receives military orders for a permanent change of station or deployment for a period of 90 days or more, and the premises were occupied or intended to be occupied by the service member and/or dependents.

The act requires the service member to deliver a written notice of termination to the landlord along with a copy of military orders. The notice must state the reason for termination, the planned date of moving, and a forwarding address for return of security deposit.

The effective date of termination of the lease is 30 days after the first date on which the next rental payment is due after the termination notice is delivered, or, if rent is not paid by the month, on the last day of the month following the month in which the notice is delivered. The service member does not owe rent after the termination date.

HISTORY

| ACTION | DATE |
|---------------|-------------|
| Introduced | 03-10-09 |

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