

**ORDINANCE NO. 63-2021**

**AN ORDINANCE TO ESTABLISH CHAPTER 701 LANDLORD-TENANT RELATIONSHIPS OF THE  
CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg desires to provide its residents with affordable options for the payment of security deposits to landlords for the lease of residential property; and

WHEREAS, the City of Reynoldsburg recognizes that the payment of a full security deposit along in addition to the full amount of monthly rent for residential lease significantly limits the available housing options for low-income renters; and

WHEREAS, the Council of the City of Reynoldsburg finds that legislation requiring residential landlords to provide tenants with alternatives to a traditional security deposit will alleviate barriers to residential housing for low-income residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, STATE OF OHIO:

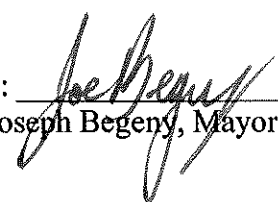
Section 1. That Chapter 701 Landlord-Tenant Relationships be and is hereby enacted as set forth in Exhibit A.

Section 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Passed this 10<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Leanora Jenkins, Council President

ATTEST:   
\_\_\_\_\_  
Mollie Prasher, Clerk of Council

APPROVED:   
\_\_\_\_\_  
Joseph Begany, Mayor

DATE 5/10/2021

**CHAPTER 701**  
**LANDLORD-TENANT RELATIONSHIPS**

**§ 701.01 Purpose and Construction**

- A. The purpose of this Chapter is to improve the condition of residential housing in the City of Reynoldsburg and to promote equitable relationships between landlords and tenants.
- B. If any of the provisions of this Chapter shall conflict with the laws, rules, and regulations of the United State or the State of Ohio, such federal or state laws, rules, and regulations shall govern.

**§ 701.03 Definitions**

- A. "Landlord" means the owner of a rental unit.
- B. "Rental agreement" means any contract or lease, whether written, oral, or implied by operation of law, for the rental of the rental unit.
- C. "Rental unit" means the whole or part of a building including common areas used by a person for living dining, cooking, sleeping, and sanitation purposes owned or controlled by another, under an agreement for the periodic payment of rent.
- D. "Security deposit" means any deposit of money or other property however denominated whose primary function is to secure the performance of the tenant under a rental agreement.
- E. "Residential Tenant" means an occupant of a rental unit other than an owner or operator.

**§ 701.21 Renter's Choice**

- A. All Landlords who own or control more than ten (10) Rental Units located within the municipal boundaries of the City of Reynoldsburg and who require a Security Deposit shall offer to accept at least one of the three options set forth below in lieu of the required Security Deposit:
  - 1. Rental security insurance that satisfies the following criteria
    - a. The insurance provider is an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance; and
    - b. The insurance must permit the payment of premiums on a monthly basis, unless the tenant selects a different payment schedule; and

- c. The coverage is effective upon the payment of the first premium and remains effective for the entire lease term; and
  - d. The coverage provided per claim is no less than the amount the landlord requires for Security Deposits.
- 2. Payment of the Security Deposit over the period of no less than six (6) equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payments in a single transaction, absent separate agreement by the landlord and tenant; or
- 3. Payment of a reduced Security Deposit, which amount shall be not more than fifty percent (50%) of the monthly rental rate charged for the subject rental unit.
- B. Prior to entering into a Rental Agreement, a Landlord shall provide written notice to a prospective Tenant of the available options provided in Section 701.21(A)(1-3).
- C. If there is no rental security insurance available, which meets the criteria of Section 701.21(A)(1), within the City of Reynoldsburg, a Landlord shall satisfy the obligations of this Section by offering, at the option of the Landlord, one of the rental Security Deposit alternatives provided in Section 701.21(A)(2-3).
- D. This Section shall not apply to any Security Deposit placed with a Landlord to secure the availability of a Rental Unit more than sixty (60) days prior to the commencement of the rental period.
- E. A Tenant who chooses to provide rental security insurance in lieu of a security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.
- F. The provisions of this Section shall apply to any Residential Lease that is executed or renewed after the effective date of this subsection.

### **§ 701.99 Enforcement**

- A. Upon the failure of any Landlord to comply with this Chapter, the Landlord shall be liable for damages in favor of the Residential Tenant in the amount of not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00) for each violation, together with reasonable attorney fees.
- B. Upon the failure of any Landlord to comply with this Chapter, the Residential Tenant may enforce such provisions in the appropriate Municipal Court or Court of Common Pleas. The Court may grant such appropriate relief, including by injunction, restraining order, and/or by imposing damages, costs, and attorney fees as set forth in Section 701.99(A).