



## Legislation Text

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Ohio is one of only five states that allows landlords to evict if a tenant pays rent just one day late or a dollar short. Given the many negative consequences to evicted tenants and the impact on public services, this ordinance would give tenants a reasonable chance to pay back their rent and remain in their homes. This legislation would standardize an existing defense to eviction action by allowing tenants to pay everything that is owed to avoid eviction. The landlord is made whole for all lost rent and expenses.

To amend Chapter 4551 of the Columbus City Codes to ensure that occupants in residential rental properties are afforded the right to assert tender of rent as an affirmative defense to an eviction action filed on the basis of nonpayment of rent.

**WHEREAS**, it is in the best interest of all parties to an eviction action that occupants are afforded the right to assert payment of rent as an affirmative defense to an eviction action filed on the basis of nonpayment of rent.; and

**WHEREAS**, current code does not require an operator to enter into pay to stay agreements; and

**WHEREAS**, there are currently millions of dollars in rental and utility assistance funds available for qualifying residential occupants and owners who have experienced financial hardship; and

**WHEREAS**, amending the city code to allow occupants the right to assert payment and remain housed would benefit the City of Columbus by allowing the occupant(s) to remain in safe and sanitary housing; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:**

**SECTION 1.** That Chapter 4551 of The Columbus City Codes is hereby amended to read as follows:

**4551.07 Tenant's Right to Assert Tender of Rent as an Affirmative Defense to Eviction**

**(a) Tenant's Affirmative Defense after Tendering Rent Prior to the Filing of an Eviction Action**

(1) If a tenant, or an agency or individual on the tenant's behalf, tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the landlord refuses to accept the payment tendered, the tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the tenant for nonpayment of rent.

**(2) If a rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, the total amount of that late payment fee from any month may not exceed the larger of: (A) fifty dollars (\$50.00); or (B) ten percent (10%) of the monthly contract rent.**

**(b) Tenant's Affirmative Defense after Tendering Rent Prior to an Eviction Judgement**

(1) If a tenant, or an agency or individual on the tenant's behalf, tenders all past due rent with reasonable late fees and court costs to the landlord prior to a judgment and the landlord refuses to accept the payment tendered, the tenant's tender of all past due rent, reasonable late fees, and court costs shall be an affirmative defense to the

eviction action filed by the landlord against the tenant for nonpayment of rent.

**(2) If a rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, the total amount of that late payment fee from any month may not exceed the larger of: (A) fifty dollars (\$50.00); or (B) ten percent (10%) of the monthly contract rent.**

(c) Effect upon other claims for eviction. A tenant's tender of payment pursuant to this section does not limit the ability of a landlord to initiate an eviction action for reasons other than solely for non-payment of rent.

**SECTION 2.** That this ordinance shall take effect and be in force from and after the earliest period allowed by law.