

**Village of Chauncey
State of Ohio
Ordinance 2024-2**

Pay to Stay

WHEREAS, the state of Ohio is one of only five states in the country that permits a residential landlord to file for eviction immediately upon non-payment of rent; and

WHEREAS, unlike mortgage companies, residential landlords are allowed to refuse all future rent payments and commence eviction proceedings even if a tenant immediately recognizes the deficiency of payment and is able and willing to correct it; and

WHEREAS, evictions for non-payment of rent lead to regional vulnerabilities that prolong economic instability, create educational impairments for children displaced by evictions, increase costs to the homeless system, and negatively impact community stability and relationships; and

WHEREAS, the Council of the Village of Chauncey seeks to close this legal loophole by allowing tenants to cure a non-payment of rent by tendering the full amount owed, including reasonable late fees and court costs, prior to being evicted by passing a "Pay to Stay" Ordinance; and

WHEREAS, should a tenant be able to pay all past due rent, late fees, and court costs to the landlord, the tenant should have an equitable right to redeem and maintain their tenancy.

WHEREAS, the "Pay to Stay" Ordinance will ensure fairness by giving the courts and the community something tangible to reference, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAUNCEY, OHIO:

(A) Definitions.

For the purposes of this Chapter, "Tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

For the purposes of this Chapter, "Tender" shall mean payment of or the provision of a voucher from an accredited social service, nonprofit, governmental, or quasi-governmental agency that guarantees the payment of any and all past due rent, reasonable late fees and court costs. Such tender shall be made to the landlord in any lawful form agreed upon by the landlord, any form provided for by state law, or any form approved of by a court with jurisdiction over the eviction action. Where a tenant provides payment to a landlord in the form of a cashier's check, money order, certified check, or cash in an amount which covers all past due rent, reasonable late fees, court costs, and reasonable attorney's fees, such payment shall also constitute "tender" for purposes of this section.

(B) Tenant's right to pay to stay prior to the filing of an eviction action (Complaint for Forcible Entry and Detainer):

(1) At any time prior to the filing of an action under Ohio Revised Code 1923 for nonpayment of rent by a landlord, a tenant shall have the right to pay the landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the lands or tenements.

If the tenant tenders all accrued rent and reasonable late fees to the landlord, the landlord shall accept the tendered payment and allow the tenant to maintain the tenancy.

(2) If the tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code 1923 and the landlord refuses the tender, 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.

(C) Tenant's right to pay to stay prior to an eviction judgment (Entry of Restitution):

(1) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to a judgment, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall dismiss the action against the tenant.

(2) If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to a judgment and the landlord refuses the tender, 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.

(D) Tenant's right to pay to stay prior to the issuance of the eviction judgment (Writ of Restitution):

(1) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to the issuance of the eviction judgment through a writ of restitution, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs, including the cost of obtaining the writ, so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including reasonable late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall notify the court who shall vacate the eviction judgment and dismiss the eviction action against the tenant.

(2) If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the issuance of the eviction judgment 6 of 14 through a writ of restitution and the landlord refuses the tender, the bailiff shall

not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency hearing on the tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the tenant tendered all past due rent, reasonable late fees and court costs, the court shall vacate the eviction judgment and dismiss the eviction action against the tenant.

(E) Rent receipt required.

The landlord shall provide the Tenant with a signed receipt for the security deposit and all rental payments except for payments made by personal check of the Tenant, at the time the security deposit or rental payments are made.

(F) Other Causes for Eviction. This Chapter in no way limits the ability of a landlord to initiate an eviction action for reasons other than solely for non-payment of rent.

(G) Reasonable Late Fees. No landlord may charge a tenant late fees that are not reasonable late fees. If a rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, to be considered "reasonable late fees" the total amount of that late payment fee for any month may not exceed the larger of: (i) one hundred dollars (\$100.00); or (ii) ten percent (10%) of the monthly contract rent.

(H) Severability.

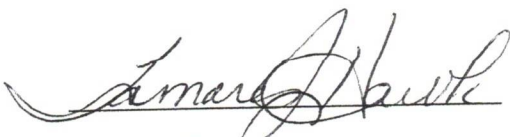
(1) If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. Village of Chauncey Council hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

(2) This ordinance will expire on March 31, 2025 unless renewed.

(3) Frequency of use is limited to once per property per owner.

Passed on April 10th, 2024

ATTEST:



Tammy Hawk

Council President

ATTEST:



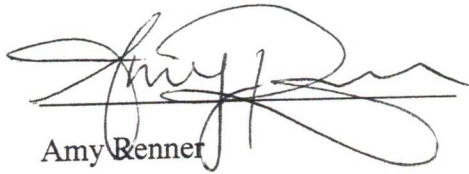
Kevin Simons

Fiscal Officer

APPROVED AS TO FORM:

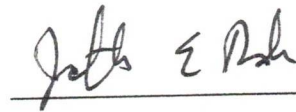
JER ~~ATTEST~~:

ATTEST:



Amy Renner

Mayor



Johnathan Robe

Solicitor

First Reading: 1/3

Second Reading: 2/1 + 3/13

Third Reading: 4/10

**CERTIFICATION OF FISCAL OFFICER AS TO
POSTING OF RESOLUTION**

The foregoing is a true copy of the original Ordinance No. 2024-2.

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on _____ and concluding on _____ (at least 15 days later):

Location

Date Posted:

Village Hall

Chauncey Food Mart

Cee Dee

Post Office

Library

ATTEST:

Date: _____

Kevin Simons
Fiscal Officer