

Education, Innovation & Growth Committee

P.G. Sittenfeld, Chair
Chris Seelbach, Vice-Chair
David Mann, Member
Wendell Young, Member

Tuesday
December 3, 2019
2:00 P.M.
Council Chambers
Room 300

Kourtney Porter
Clerk to the Committee

Chris Dalton, Chief of Staff
Kelly Carr, Administration
Kaitlyn Geiger, Law

AGENDA

1-201901779 ORDINANCE, dated November 25, 2019, submitted by Paula Boggs
PG 2 Muething, City Solicitor, MODIFYING the provisions of Chapter
871, "Landlord-Tenant Relationships," of Title VIII, "Business
Regulations," of the Cincinnati Municipal Code, by AMENDING
Section 871-9, "Obligations of Landlords and Tenants," and
Section 87-11, "Notice to Tenants," to ensure residential
tenants are afforded the option of providing rental security
insurance in lieu of a security deposit.



Date: November 25, 2019

201901779

To: Councilmember P.G. Sittenfeld

From: Paula Boggs Muething, City Solicitor

PBM

Subject: Ordinance – Modifying Chapter 871, Title VIII – Rental Security Insurance

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 871, “Landlord-Tenant Relationships,” of Title VIII, “Business Regulations,” of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, “Obligations of Landlords and Tenants,” and Section 871-11, “Notice to Tenants,” to ensure residential tenants are afforded the option of providing rental security insurance in lieu of a security deposit.

PBM/EEF(lnk)
Attachment
300137

City of Cincinnati

EEF

PBM

An Ordinance No. _____

- 2019

MODIFYING the provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, "Obligations of Landlords and Tenants," and Section 871-11, "Notice to Tenants," to ensure residential tenants are afforded the option of providing rental security insurance in lieu of a security deposit.

WHEREAS, upfront costs associated with moving into residential rental properties has continued to increase and burden residential tenants, many of whom are already cost-burdened and contribute in excess of 30% of their monthly income to housing-related expenses; and

WHEREAS, there exist technological advances and innovations in the residential rental market, such as insurance alternatives to traditional upfront moving costs like security deposits; and

WHEREAS, requiring that tenants have the choice of providing rental security insurance as an alternative to traditional security deposits in residential rental agreements makes possible upfront cost relief to individuals and families entering rental agreements, while ensuring landlords are reasonably protected against damages and unpaid rent; now, therefore;

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Section 871-1, "Purpose and Construction," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

- (a) The purpose of this chapter is to improve the housing stock in Cincinnati and to promote equitable relationships between landlords and tenants. To this end, this chapter shall be liberally construed.
- (b) If any of the provisions of this chapter conflict with the laws, rules, and regulations of the United States or the state of Ohio, such laws, rules, and regulations shall govern.

Section 2. That Section 871-9, "Obligations of Landlords and Tenants," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 871-9. – Obligations of Landlords and Tenants.

- (a) In every rental agreement there shall be imposed upon the landlord the following obligations to the tenant:
- (1) The landlord shall conform to the “Obligations of Landlords” as set out in Section 5321.04 of the Ohio Revised Code.
 - (2) The landlord shall maintain the rental unit in substantial compliance with the provisions applicable to landlords in the Cincinnati - Ohio Basic Building Code, the Cincinnati Fire Prevention Code, and the regulations of the board of health;
 - (3) So long as the tenant continues to meet their obligation under paragraph 871-9(b)(2), no landlord shall raise the agreed rent for the rental unit above the rent charged for comparable rental units, or otherwise increase the obligations of the tenant in any way, or terminate the tenancy, or bring an action for forcible entry and detainer, in retaliation for the tenant’s availing themselves of any right or remedy under this chapter or because:
 - (A) The tenant has complained in good faith to the landlord or their agent or employees of conditions in or affecting the tenant's rental unit which the tenant believes may constitute a violation of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law.
 - (B) The tenant has complained in good faith to a body charged with the enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, or the regulations of the board of health, or any other law of a condition in or affecting the rental unit which the tenant believes may constitute a violation of such codes, regulations or other laws; or
 - (C) In response to a complaint of the tenant, the body charged with enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law has served a notice or complaint of a violation on the landlord, agents, or employees of the landlord.
 - (4) Within six months after the occurrence of any event referred to in this paragraph 871-9(a)(3), an action for forcible entry and detainer shall be presumed to be in retaliation for that event and the landlord shall not be entitled to recover possession unless landlord proves by a preponderance of the evidence that:

- (A) The tenant is committing waste, creating a nuisance, using the rental unit for an illegal purpose or for other than living or dwelling purposes, or substantially impairing the quiet enjoyment of the property by the other occupants of the property; or
 - (B) The landlord desires possession of the rental unit for immediate use as landlord's own abode; or
 - (C) The rental unit must be vacated in order to make necessary repairs; or
 - (D) The landlord plans permanently and immediately to remove the rental unit from the rental market.
- (5) The obligations of a tenant under any agreement or under this chapter shall not be modified by this section, but failure of the tenant to perform any obligations other than those specified in paragraphs 871-9(b)(2) and 871-9(a)(4) shall not be grounds for eviction.
- (6) Prior to entry into the rental agreement and thereafter upon request by the tenant, the landlord shall provide to the tenant:
- (A) A copy of all rules and regulations concerning the use, occupancy and maintenance of the rental unit, appurtenances thereto, and the property of which the rental unit is a part, and
 - (B) A copy of the "Notice to tenants" set out in paragraph 871-11(a) and shall obtain from the tenant a written acknowledgement by the tenant of receipt of the rules and regulations and the "Notice to tenants" set out in paragraph 871-11(a).
 - (C) A complete copy of the written rental agreement, if any.
- (7) If a landlord requires a security deposit, the landlord shall permit a tenant, at his or her option, to provide rental security insurance as an alternative to the security deposit.
- (A) If a tenant chooses to provide a security deposit, the landlord shall, upon the tenant's request, 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.
 - (B) If a tenant chooses to provide rental security insurance in lieu of a security deposit, the rental security insurance must conform to the following criteria to qualify as a security deposit alternative for the purposes of this subsection (a)(7):

- (i) The insurance provider must be an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance;
- (ii) The insurance must permit the payment of premiums on a monthly basis, unless the tenant selects a different payment schedule;
- (iii) The coverage must be effective upon the payment of the first premium and remain effective for the entire lease term;
- (iv) The coverage provided per claim must be no less than the amount the landlord requires for security deposits; and
- (v) The insurance provider must agree to approve or deny payment of a claim within two business days of receiving notice of a claim.

(C) 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.

(D) Each landlord shall designate one or more rental security insurance providers from which it will accept rental security insurance, which insurers shall be identified in the Notice to Tenants required in subsection (a)(6)(B) and more specifically described in Section 871-11.

(8) If the 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 for any month may not exceed fifty dollars (\$50.00) or five percent (5%) of the monthly contract rent, whichever amount is greater.

(9) The landlord shall not:

(A) Charge interest on a late fee;

(B) Impose a late fee more than one time on a tenant's single late payment of rent; or

(C) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.

(b) In every rental agreement there shall be imposed upon the tenant the following obligations to the landlord:

- (1) The tenant shall conform to the “Responsibilities of occupants” as set out in the Cincinnati - Ohio Basic Building Code and to the “Obligations of Tenant” as set out in Section 5321-05 of the Ohio Revised Code.
- (2) The tenant shall tender the agreed rent at the agreed time and place, and in the agreed manner except:
 - (A) When the tenant has made any payment to a utility supplier for utility services to the rental unit which, by the rental agreement, is the obligation of the landlord, the tenant may deduct the amount of such payments from the rent.
 - (B) When the landlord has failed to comply with an order of state or local building, health, or fire officials within the time period specified in the initial order to the landlord, the tenant may make or cause to be made necessary repairs and deduct the reasonable cost thereof, including the cost of all necessary permits, from the rent due and owing in the next two consecutive 30 day rental periods. No tenant shall deduct more than two months' rent for the cost of repairs in any six-month period. No tenant shall undertake repairs without first obtaining the necessary permits from the Department of Buildings and Inspections. All repairs shall be made in compliance with the provisions of the Cincinnati - Ohio Basic Building Code.
 - (C) Whenever the building or a portion of the building of which the rental unit is a part is ordered vacated by governmental authority, the tenant shall vacate the rental unit and the duty of the tenant to pay rent shall be completely abated.
- (3) The tenant shall obey all rules and regulations established by the landlord concerning the use, occupation, and maintenance of the rental unit, appurtenances thereto, and the property of which the unit is a part, if:
 - (A) The tenant has acknowledged receipt in writing of a copy of the rules and regulations prior to entry into the rental agreement, or has consented in writing to rules and regulations promulgated after commencement of the rental agreement, and
 - (B) The rules and regulations are reasonably related to the convenience, safety or welfare of the tenants of the property, or to the preservation of the property, or to the fair distribution of services and facilities held out for the tenants generally, and
 - (C) The rules and regulations are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to inform tenant of what must or must not be done to comply.

- (c) Except as specifically provided in Section 871-9 or any other section of this chapter, all obligations of landlords and tenants under this chapter shall be interpreted as independent obligations and the duty of a tenant or landlord to meet the obligations under this chapter shall not be conditioned upon the performance of obligations by the other party to the rental agreement.

Section 3. That Section 871-11, "Notice to Tenants," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 871-11. – Notice to Tenants.

- (a) For purposes of paragraph 871-9(a)(6)(B) the "Notice to Tenants" shall include the following language specified in this subsection (a). The capitalized language shall be set in 14-point bold-face type; all other language shall be set in 12-point type.

NOTICE TO TENANTS

The following notice is required by the Cincinnati Municipal Code

TENANT'S DUTIES

Each tenant shall comply with all duties imposed upon tenants by the applicable provisions of all municipal codes, regulations and ordinances, and in particular:

1. Keep that part of the premises which tenant occupies and uses safe and sanitary.
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
3. Keep all plumbing fixtures in the dwelling unit or used by tenants as clean as their condition permits.
4. Use and operate all electrical and plumbing fixtures properly.
5. Personally refrain from and forbid any other person who is on the premises with tenant's permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
6. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be

maintained by the tenant under the terms and conditions of a written rental agreement.

7. Conduct himself or herself and require other persons on the premises with tenant's consent to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises.
8. Upon reasonable notice and at reasonable times give consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary or agreed repairs, decorations, alterations, improvements, deliver parcels which are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
9. Inform the landlord, or landlord's agents, within a reasonable time, of any conditions, whether caused by the tenant or due to normal use of the premises, which should be corrected in order to preserve the condition of the rented premises.

Any tenant who creates a condition which constitutes a violation of the standards established by the Cincinnati - Ohio Basic Building Code may be punished for a violation in accordance with the penalty provisions of the Cincinnati - Ohio Basic Building Code, if the tenant fails to remedy the condition within a reasonable time after he receives notice of such violation from the Department of Buildings and Inspections or fire division or the board of health.

LANDLORD'S DUTIES

Each owner or landlord of residential property shall comply with all duties imposed upon owners or landlords by the applicable provisions of all municipal codes, regulations, or ordinances governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part, and in particular:

1. Keep all common areas of the premises in a safe and sanitary condition.
2. Make all repairs necessary to put and keep the dwelling unit and the appurtenances thereto in a fit and habitable condition and in compliance with the Cincinnati - Ohio Basic Building Code, Cincinnati Fire Prevention Code, and the regulations of the board of health.
3. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by landlord.

4. Dispose of all garbage and rubbish in accordance with the provisions of Section 00053-7 of the regulations of the board of health.
5. Exterminate any insects, rodents, or other pests on the premises.
6. Supply running water, reasonable amounts of hot water and reasonable heat at all times, except when the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.
7. Except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.
8. When a security deposit is required, permit a tenant, at his or her option, to provide rental security insurance as an alternative to the security deposit. The tenant shall not be required to provide insurance coverage per claim in an amount greater than the amount required for security deposits.

If a security deposit is required, the landlord will accept rental security insurance coverage from the following provider(s) as an alternative to the security deposit:

[Insert provider name, address, telephone, and web address]

IF YOU BELIEVE THAT THIS BUILDING OR ANY PORTION OF IT IS NOT IN COMPLIANCE WITH THE CINCINNATI - OHIO BASIC BUILDING CODE, CINCINNATI FIRE PREVENTION CODE, AND THE REGULATIONS OF THE BOARD OF HEALTH, NOTIFY YOUR LANDLORD OR LANDLORD'S AGENT:

NAME [INSERT NAME]

ADDRESS [INSERT ADDRESS]

TELEPHONE [INSERT TELEPHONE]

TAKE A WITNESS OR NOTIFY THE LANDLORD OR LANDLORD'S AGENT IN WRITING AND KEEP A COPY. YOU MAY NEED EVIDENCE OF YOUR COMPLAINT. IF YOU AND YOUR LANDLORD CANNOT RESOLVE THE PROBLEM, YOU SHOULD NOTIFY THE CINCINNATI DEPARTMENT OF BUILDINGS AND INSPECTION, 801 PLUM STREET, CINCINNATI, OHIO 45202, TELEPHONE 352-3275, THE CINCINNATI

FIRE DIVISION, 430 CENTRAL AVENUE, CINCINNATI, OHIO, TELEPHONE 241-6700, OR THE CINCINNATI BOARD OF HEALTH, 3101 BURNET AVENUE, CINCINNATI, OHIO, TELEPHONE 352-3100. YOUR RIGHT TO DO SO IS PROTECTED BY LAW.

IF YOU HAVE FULFILLED YOUR DUTIES AS A TENANT, AND YOUR LANDLORD HAS NOT FULFILLED HIS DUTIES AS A LANDLORD, YOU MAY, IN SOME CASES, HAVE YOUR RENT USED TO MAKE REPAIRS OR YOU MAY BE ABLE TO APPLY TO A COURT OF LAW FOR A DECREASE IN YOUR RENT. FOR MORE INFORMATION ABOUT YOUR RIGHTS AS A TENANT CONTACT THE BETTER HOUSING LEAGUE, 2400 READING ROAD, CINCINNATI, OHIO 45202, TELEPHONE 721-6855.

- (b) In the space provided the landlord shall supply the name, address, and telephone number of a person available at all reasonable times authorized to order repairs made to the property and the name, address, and telephone number of one or more rental security insurance providers from which it will accept rental security insurance.

Section 4. That existing Section 871-1, "Purpose and Construction" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 5. That existing Section 871-9, "Obligations of Landlords and Tenants" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 6. That existing Section 871-11, "Notice to Tenants," of Chapter 871, "Obligations of Landlords and Tenants" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 7. That any landlord that owns a rental property consisting of four or more rental units shall cause their rental agreements and rental operation to conform to the provisions of this ordinance no later than 90 days following its passage. Any landlord that owns a rental property consisting of three or fewer rental units shall cause their rental agreements and rental operation to conform to the provisions of this ordinance no later than 180 following its passage.

Section 8. This ordinance shall have prospective application and shall not be deemed to apply to a rental agreement executed or in effect prior to the effective date of this ordinance; provided, however, that this ordinance shall apply to the renewal of a rental agreement that is executed or becomes effective on or following the effective date of this ordinance.

Section 9. That the proper City officials are authorized to take all actions necessary and to implement the provisions of this ordinance once they become effective.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2019

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.