

**VILLAGE OF YELLOW SPRINGS
ORDINANCE 2020-07**

APPROVING THE RIGHT OF VILLAGE RENTERS TO “PAY TO STAY”

WHEREAS, international, national, state, and local governments and health authorities are responding to an outbreak of a disease caused by the novel coronavirus referred to as COVID-19; and

WHEREAS, the State of Ohio, the County of Greene, and the Village of Yellow Springs are experiencing a public health crisis from the COVID-19 pandemic that will have lasting impacts on residents and the economy; and

WHEREAS, on March 9, 2020, the Governor of the State of Ohio declared a State of Emergency to exist in Ohio as result of the threat of COVID-19 and at the date this Ordinance was approved by second reading the State of Emergency continues to exist; and

WHEREAS, the Centers for Disease Control and Prevention, the Ohio Department of Health, and the Greene County Department of Public Health have all issued recommendations including, but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, on Aril 20, 2020, Council for the Village of Yellow Springs declared a local emergency based on the COVID-19 pandemic and at the date this Ordinance was approved by second reading the local State of Emergency continues to exist; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in the Village of Yellow Springs have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of Ohio has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving residential tenants vulnerable to eviction; and

WHEREAS, during this local emergency and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement to protect the Village’s affordable housing stock and to prevent housed individuals from falling into homelessness; and

WHEREAS, housing displacement and homelessness place the Village’s residents at a higher risk of COVID-19 infections; and

WHEREAS, unemployment compensation, renal assistance and other dollars are being made available to Ohioans so they can meet their basic needs but these dollars have been slow to make their way into people’s bank accounts;

NOW, THEREFORE be it **ORDAINED** by Council for the Village of Yellow Springs, Greene County, Ohio, that:

Section 1. Tenant's right to pay to stay prior to the filing of an eviction action for non-payment of rent (Complaint for Forcible Entry and Detainer):

(a) 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.

(b) 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.

Section 2. Tenant's right to pay to stay prior to an eviction judgment for non-payment of rent (Entry of Restitution):

(a) 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.

(b) 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.

Section 3. Tenant's right to pay to stay prior to the execution of the eviction judgment for non-payment of rent (Writ of Restitution):

(a) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to the execution 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.

(b) If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the execution of the eviction judgment 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.

Section 4. Late fees:

- (a) 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 for any month may not exceed the larger of: (i) twenty-five dollars (\$25.00); or (ii) five percent (5%) of the monthly contract rent.

Section 5. Rent receipt required:

- (a) 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.

Section 6. Severability:

- (a) 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. Council for the Village of Yellow Springs 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.

Section 7. This Ordinance shall remain in effect until such time as the Governor declares the State of Emergency no longer exists at such time the Ordinance shall be repealed.

Section 8. This Ordinance is hereby authorized under the Village’s home rule powers as set forth in Article I Section 3 of the Charter of Yellow Springs, Ohio, necessary for the benefit of the health, safety, and welfare of the Village.

Section 9. This ordinance shall take effect from and after the earliest date allowed by law.

Brian Housh, Council President

Passed: 6-15-2020

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL

Brian Housh __Y__ Marianne MacQueen __Y__ Kevin Stokes __Y__
Lisa Kreeger __Y__ Laura Curliss __Y__