

In America, the Land of the Free, a person does not get to live where he wants. If he's a sex offender, for example, he does **not** get to live at your Property. In recent months, we have heard many stories of sex offenders posing as prospects, applicants, tenants, occupants and guests.

Do I have to rent to him? Is it a fair housing issue? How can I screen my tenants? Can I evict him?

In this Alert, we will review these questions and recommend actions to minimize the chance that a sex offender will occupy your Property.

Like most states, Ohio has passed laws requiring persons who have been convicted of certain sex crimes to register their current residence with state and local law enforcement agencies. Currently, Ohio real estate management law permits the eviction of all tenants who allow a sex offender to reside in an apartment located within 1000 feet of a school, preschool or child day-care center. Federal, state and local fair housing laws protect disabled persons but **not** persons who claim to be disabled solely on the basis of being a sex offender.

You can take steps to ensure the safety of your tenants and to protect the reputation of your Property.

- Be sure to screen your tenants
- Investigate the criminal history of every applicant including sex offender status
- Add questions to your rental application, e.g. are you required to register as a sex offender? Have you been convicted of a sexually-oriented offense?

Often times, a property is not close enough to a school, preschool or child day-care center. While current law will not permit you to evict, the law does allow you to modify your lease or to use an addendum to include the following provision or similar language so that you are able to evict a sex offender:

Regardless of the proximity of the Premises to any school, preschool or child day-care center, Tenant shall not permit any person to occupy the Premises as a tenant, resident, occupant or guest for any period of time if such person's name appears on any agency's registry of sex-offenders or child-victim offenders or if such person has been convicted of or pleaded guilty to a sexually-oriented offense or child-victim offense. If Tenant violates this provision, then Landlord may elect to terminate the tenancy as to Tenant and any occupant and to retake possession through an eviction action. Landlord need not provide any additional notice to Tenant than required by applicable law.

One day, you learn that a tenant—even a long-time resident—has recently been convicted of a sex crime and has registered as a sex offender. In those cases, absent the necessary lease language, it is possible to convince the tenant to leave by using thoughtful management techniques and by seeking sound legal advice.