

City of Akron Proposed Charter Amendment

Charter Issue 11-Shall the Charter of the City of Akron be amended by enacting Section 101b so that the section shall provide as follows:

Section 101b – Housing is a Human Right

(A) Purpose

The City of Akron finds and declares that:

- 1) Safe, stable, and affordable housing is a fundamental human right and a prerequisite for the health, dignity, and civic participation of all Akron residents.
- 2) Barriers to accessing housing – including excessive upfront costs and discriminatory screening practices – disproportionately harm Black residents, low-income residents, and returning citizens, and perpetuate historical patterns of residential segregation and displacement that the City is committed to remedying.
- 3) Pursuant to the home rule authority granted to the City of Akron under Article XVIII, Section 7 of the Ohio Constitution, the City possesses the power to enact local legislation regulating housing conditions and protecting the rights of tenants and prospective tenants within its boundaries.
- 4) The provisions of this Section are enacted in the exercise of that home rule authority and shall be liberally construed to advance the purposes set forth herein.
- 5) Nothing in this Section shall be construed to limit any right or protection otherwise available to any person under federal or Ohio law.

(B) Renter's Choice – Security Deposit Installments

- 1) If an operator requires that a tenant pay a security deposit, no operator shall fail to provide written notice of the security deposit payment alternatives described in this Section. Prior to entering into a rental agreement, a tenant required to pay a security deposit shall either pay the required security deposit in full or select and subsequently fulfill one of the following rental security deposit payment alternatives:
 - a) Payment of the security deposit over a series of no fewer than three (3) monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payment in a single transaction; or

- b) Payment of the security deposit over a series of no fewer than six (6) monthly installment payments, which installments shall be due on the same day as the monthly rent payment in a single transaction.
- 2) An operator shall accept and honor the security deposit payment alternative selected by the tenant pursuant to this Section. No operator shall impose any penalty, fee, surcharge, or additional condition as a result of the tenant's selection of a payment alternative authorized herein.
- 3) The provisions of this Section shall apply to any residential lease that is executed or renewed after the effective date of this Section.
- 4) Nothing in this Section shall be construed to mandate that an operator require a tenant to pay a security deposit, nor shall anything in this Section be construed to prohibit the use of alternative lawful means of providing assurances to the performance of a rental agreement and/or compensation for possible loss or damage to the rental property.
- 5) No operator shall take any adverse action against a tenant or prospective tenant because that tenant or prospective tenant has exercised or attempted to exercise any right established by this Section, has inquired about security deposit payment alternatives, has selected or attempted to select a payment alternative authorized by this Section, or has filed or stated an intention to file a complaint alleging a violation of this Section. As used in this provision, "adverse action" includes but is not limited to: refusing to rent; increasing rent; reducing services, issuing a notice of termination or eviction; or taking any other action that would discourage a reasonable tenant from exercising their rights under this Section.
- 6) As used in this Subsection, "operator" means any person who, alone or jointly or severally with others, has charge, care, or control of any premises, or part thereof, in which there are one or more dwelling units or rooming units, whether as owner, manager, agent of the owner, or due to conduct that demonstrates the person's position of responsibility concerning the dwelling or rooming unit. "Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. "Rooming unit" means any room or group of rooms forming a single habitable unit used, intended to be used, or designed to be used for living and sleeping but not for cooking or eating purposes.
- 7) Council shall enact any necessary additional legislation implementing this Section no later than ninety (90) days after the effective date of this Section. Such legislation shall include a provision for organizational criminal liability as provided for in Section 130.09 of the City of Akron Code of Ordinances, a provision for strict liability, and

punishment for failure to provide notice not less than a misdemeanor of the fourth degree.

(C) Ban on Housing Application Fees

- 1) No operator shall charge, solicit, collect, or accept an application fee from a prospective tenant for residential housing.
- 2) No operator shall require payment of any fee as a condition for submitting an application, being considered for tenancy, or being placed on a waiting list. Any application or screening process must be provided at no cost to the prospective tenant.
- 3) As used in this Subsection, “application fee” means any fee, charge, deposit, or payment required, requested, or accepted by an operator from a prospective tenant prior to the execution of a rental agreement, including but not limited to fees for processing an application, screening, credit checks, criminal background checks, or administrative or holding purposes.
- 4) As used in this Subsection, “operator” means any person who, alone or jointly or severally with others, has charge, care, or control of any premises, or part thereof, in which there are one or more dwelling units or rooming units, whether as owner, manager, agent of the owner, or due to conduct that demonstrates the person’s position of responsibility concerning the dwelling or rooming unit. “Dwelling unit” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. “Rooming unit” means any room or group of rooms forming a single habitable unit used, intended to be used, or designed to be used for living and sleeping but not for cooking or eating purposes.
- 5) Council shall enact any necessary additional legislation implementing this Section no later than ninety (90) days after the effective date of this Section. Such legislation shall include a provision for organizational criminal liability as provided for in Section 130.09 of the City of Akron Code of Ordinances, a provision for strict liability, and punishment for failure to provide notice not less than a misdemeanor of the fourth degree.

(D) General Provisions

- 1) The provisions of this Section shall apply to all operators within the City of Akron with respect to any dwelling unit or rooming unit located within the corporate limits of the City, and to all real estate transactions involving real property located within the City of Akron.

- 2) This Section shall be liberally construed to effectuate its remedial purposes. In any case of doubt as to the application of this Section, the interpretation that best protects the rights of tenants and prospective tenants shall be preferred.
- 3) This Section shall take effect thirty (30) days after approval by the electors of the City of Akron, unless a later effective date is specified herein or required by law.
- 4) If any provision of this Section, or the application of any provision to any person or circumstance, is held invalid by a court of competent jurisdiction, the remainder of this Section and the application of its provisions to other persons or circumstances shall not be affected. The City Council shall have authority to enact conforming legislation to address any provision found invalid.
- 5) This Section, having been adopted by the electors of the City of Akron pursuant to Article XVIII, Section 7 of the Ohio Constitution, may be amended or repealed only by a subsequent vote of the electors of the City of Akron, except as otherwise required by state or federal law.

Council requested, in Ordinance No. 262-2026, that the ballot for the Charter amendment take substantially the following form:

PROPOSED CHARTER AMENDMENT

CITY OF AKRON

A Majority Affirmative Vote Is Necessary for Passage

Shall the Charter of the City of Akron be amended to enact Section 101b so as to require property owners or operators to permit security deposits for residential rentals to be paid over three or six month periods; to require operators to inform tenants or prospective tenants of their right to make security deposit payments over three or six months; criminalizing the failure to provide the notification; banning fees, charges, deposits or other payments prior to executing rental agreements for residential rental properties; and criminalizing the collection of an application fee for residential rentals?

YES

NO

**advertised in Akron Beacon Journal 10/17/2026 and 10/24/2026; posted on Akron City Council's website 10/7/2026 through 11/4/2026*