



## **HOUSING ADVISORY COMMISSION AGENDA:**

October 2, 2025  
3rd Floor Lobby  
20 South Elm Street  
5:00 PM

**Members:** Ann Fuehrer, Amber Franklin, Jason Bracken, Mary Piper, Jock Potts, Nicola Rodrigues, Cathryn Loucas, Anne Bailey

**Staff Liaison:** Jessica Greene

### **Approval of Agenda**

### **Approval of Minutes**

1. Minutes from the September 4th, 2025 Meeting

### **Old Business**

1. Continued Discussion of Long-Term Sheltering Needs in Oxford

### **New Business**

1. Upcoming Source of Income Discrimination Ordinance

### **Adjournment**

### **Upcoming Meetings**

**Thursday, November 6th, 2025 at 5 PM**  
**Thursday, December 4th, 2025 at 5 PM**



**MINUTES**  
**OXFORD HOUSING ADVISORY COMMISSION**  
**3RD FLOOR LOBBY**  
**20 SOUTH ELM STREET**  
**THURSDAY, SEPTEMBER 4, 2025 AT 5:00 PM**

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**Approval of Agenda**

**Members Present:** Amber Franklin, Jason Bracken, Nicole Rodriguez, Mary Piper, Anne Fuehrer, Cathryn Loucas, Jock Pitts  
**Staff Liaison:** Jessica Greene

**Called to Order at 5:03 PM**

**Approval of Agenda:**  
First: Amber Franklin  
Second: Jason Bracken  
Approved

**Approval of Minutes**

**Approval of Minutes:**  
First: Amber Franklin  
Second: Jason Bracken  
Approved

1. Minutes from the August 7th, 2025 Meeting

**Old Business**

**New Business**

1. Introduction of New Housing Advisory Commission Member  
**New Member:** Anne Fuehrer joined the commission following her September 2, 2025, appointment by City Council.

## 2. Election of New Chair

- Jason Bracken nominated Anne Fuehrer as Chair, seconded by Amber Franklin.
- Anne accepted the nomination, and the motion passed. Anne assumed leadership of the meeting.

## 3. Presentation from Chase Walter, the Housing Stability Specialist with TOPSS

Chase Walter, the Housing Stability Specialist with TOPSS was onboarded two months ago. He shared his initial observations on evictions in Oxford.

See attached presentation: *Housing Stability Presentation* and *Tenant Landlord Obligations*.

**Public Comment:** *Oxford Free Press* asked if data on eviction numbers in Oxford is available.

### **Commission Comments:**

- Nicola: TOPSS can provide eviction data.
- Amber: Noted seasonal employment and summer job loss as important eviction factors.
- Cathryn: Raised concerns about black mold cases and loss of work leading to eviction; discussed escrow options.
- Jessica: Suggested involving city code enforcement staff.
- Chase: Clarified the case was in the township and being addressed with Butler County code enforcement.
- Jason: Requested Legal Aid tenant rights forms; Chase confirmed they are included.

## 4. Legal Aid of SW Ohio Meeting Update

- Jessica Greene reported on a recent meeting with Chase, Nicola, and Amber.
- Lori Hamilton is retiring; group met with Stephanie Moses to discuss future collaboration.
- Stephanie expressed strong interest in HAC's housing stability program and recommended consideration of:
  - **Pay-to-Stay legislation**
  - **Source of income discrimination ban**

## 5. Cold Shelter Update

- Jessica Greene invited Jennifer Bailer to share details of the faith coalition's proposal for a temporary winter shelter (2025-2026).
- Two models under review:
  - Rental housing
  - Rotating church-based shelter

- Proposal includes additional wraparound social services.
- Oxford Vineyard Church will serve as fiscal agent; estimated cost: \$70,000 (includes 24/7 staffing for 90 days).
- Funding source: American Rescue Plan interest.
- Proposal scheduled for **City Council review** on September 16, 2025.
- Jessica asked Amber and Jason to lead the discussion in her absence; both agreed.

## 6. 47 Acre Update

- Jessica reported early stages of drafting an RFP for market-rate housing with a percentage set aside for affordable units.
- Plan may include neighborhood-scale businesses along the trail, reflecting the 2019 design charrette and public input.
- Butler County Soil and Water recommended preserving 17 acres as natural space, leaving 30 acres for development.
- Anne Fuehrer requested that the charrette materials be re-shared and noted Mayor Snavelly's concerns about businesses.

### Public Comments:

- Roxanne Ormleas: Reported residents oppose businesses along the trail; inquired about rental housing for young professionals; referenced new housing development at Lake Forest Drive.
- Jennifer Bailer: Questioned affordability thresholds, noting that 80% AMI is too high.

## 7. Long Term Sheltering Discussion

- Jessica sought guidance on whether staff time should prioritize:
  - Permanent supportive housing models, or
  - Temporary shelter models
- Extended commission discussion held; topic to continue in October meeting.

## Adjournment

### Reminder by Chair, Anne Fuehrer, on HAC 2026 Goals:

1. Cold shelter initiative
2. 47-acre RFP development
3. Long-term sheltering solutions

### Motion to Adjourn: 6:08 PM

First Amber Franklin

Second: Cathryn Loucas  
Approved

**Next Meeting:** Thursday, October 2, 2025 at 5 PM



# Housing Stability in Oxford



Chase Walter - Housing Stability Coordinator

# Goals in this role



- Prevent Evictions - Keep the families in our community housed.
- Eviction Recovery - Second chance Landlords, and Tennant support
- Renters Market - Change how rental properties are geared towards students.

# How we'll work with the Community

- Help tenants understand leases before signing.
- Working with Home Cincy to promote tenant education.
- Share information about tenant and landlord rights and obligations.



# What we've observed so far

- ❖ Missed rent/utility payments
- ❖ Seasonal evictions
- ❖ Lack of both affordable housing and well-paying jobs
- ❖ Unsafe housing conditions
- ❖ Lack of transportation
- ❖ People want to stay in Oxford/school district

## Section 5321.04 | Landlord obligations.

Ohio Revised Code / Title 53 Real Property / Chapter 5321 Landlords And Tenants

*Effective: September 28, 2012    Latest Legislation: House Bill 490 - 129th General Assembly*

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(A) A landlord who is a party to a rental agreement shall do all of the following:

- (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a safe and sanitary condition;
- (4) 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 the landlord;
- (5) When the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;
- (6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where 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;

## Section 5321.05 | Tenant obligations.

Ohio Revised Code / Title 53 Real Property / Chapter 5321 Landlords And Tenants

*Effective: August 22, 1990    Latest Legislation: Senate Bill 258 - 118th General Assembly*

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(A) A tenant who is a party to a rental agreement shall do all of the following:

- (1) Keep that part of the premises that he 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 him as clean as their condition permits;
- (4) Use and operate all electrical and plumbing fixtures properly;
- (5) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
- (6) Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;
- (7) 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;
- (8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

# Tenant's Guide to Getting Your Security Deposit Back

*A security deposit is money a tenant pays to a landlord to protect the landlord against unpaid rent or damage to the home. It is your money. The landlord must give it back when you move unless you owe back rent or other amounts or have damaged the home.*

## Before You Move

*Your right to get the deposit back will partly depend on how you leave the rental home. To improve your chances of getting some or all of the deposit back, you should:*

- *Pay all rent that's owed—including rent for the last month you're there.*
- *Clean before you leave, including the oven, refrigerator, and carpet.*
- *Remove all of your property—including the trash.*
- *Take photos that show how you left the home.*

## When You Leave

- *Return all keys to the landlord.*
- *Give the landlord a forwarding address to use for mailing your deposit.*
- *Keep physical proof of providing your landlord your forwarding address. Physical proof includes a printed copy of a text, an email, or a letter.*

## Wait 30 Days

*Your landlord has 30 days to either:*

1. *Return your full deposit, or*
2. *Send you an itemized list of rent and fees owed, and damages greater than ordinary wear and tear, along with the balance owed.*

## Suing for Your Deposit

*You can sue the former landlord in Small Claims Court for up to \$6,000.*

- *Ask for twice the amount of your deposit plus any other damage claims that you have against the landlord.*
- *When you go to court, take printed copies of your rent receipts, photos, and provide witnesses. Have three printed copies of your photos and rent receipts. The magistrate or judge will not be able to look at anything on your cellphone.*
- *The judge or magistrate will listen to the testimony and look at the evidence that you and your landlord present, and decide how much money if any your landlord is allowed to deduct from your deposit.*

## When You're Entitled to

### Double Your Money Back

*If you gave your landlord a forwarding address but the landlord does not return your deposit or send you an itemized list of damages, Ohio law gives you the right to sue for double the amount that the landlord cannot justify keeping.*

*Example: Deposit of \$500. The court finds that you owe only \$100 for damages greater than wear and tear. \$400 was "wrongly withheld." Your double damages are \$800.*

*And*

*If you win some amount in court, the law also lets the court order the former landlord to pay your attorney if you have one.*

# Tenant's Guide to Eviction Court

## Two Trials

Most eviction cases have two parts. On the Complaint you get from the court these are labeled the First and Second "Causes" or "Claims." Although they are part of the same lawsuit, the court treats them like separate cases with separate trials.

### First Cause: Eviction

The landlord claims you no longer have the right to stay in your home. The landlord is asking for a court order to force you to leave.

### First Trial

The date and time for your eviction trial will be on the "Summons" you received from the court. You may receive two summonses—one by mail, a second delivered by the sheriff.

The only thing that will be decided at this trial is whether you will be evicted.

### Second Cause: Money

The landlord claims you owe money. This is usually for back rent or damage you caused to the home.

### Second Trial

Whether you win or lose the eviction trial, the court may hold another trial to decide money claims. This includes any money claims you have against the landlord.

The date for this trial may not be set until after the eviction trial.

You must file an Answer to the Complaint within 28 days if you want to fight the money claims.

## Eviction Terms

**Complaint** - The paper the landlord files in court with claims against you.

**Summons** - The official notice that you have been sued.

**Answer** - Your response to the claims in the landlord's complaint. Your Answer to the money claims is due 28 days after you receive the summons.

**Counterclaim** - Your complaint against the landlord. "You sued me. I'm suing you back."

**Default Judgment** - You lose because you did not file an answer. Like forfeiting a ball game.

**Magistrate** - The person who hears and decides eviction cases.

**Writ** - The court order authorizing the landlord to put you and your things out of the home.

**Set-Out** - The physical eviction, removing you and your stuff from your former home.

**Bailiff** - The court official who must be present at the set-out. This may also be a deputy sheriff.

**Clerk of Courts** - The office that keeps all court records.

## Answers to Common Questions About Eviction

### Can I postpone my eviction trial?

- Maybe. But no more than one week.
- You can ask the magistrate or judge for a “continuance.”
- If you lose the case after getting a continuance, you will probably get no more than 3 days to move.

### What happens if I don’t show up in court?

- You will lose.
- The landlord will get an eviction order.
- You will be forced to move.

### I’ve already moved. Do I still go to court?

- Yes. If you don’t go, there is a risk that the landlord will still get an eviction writ.
- If you have turned in your keys, the case should be dismissed.

### If I lose, how much time will I get to move?

- It varies by counties. Make sure you ask.
- It will usually be 7-10 days, but can be shorter if you have had a continuance or if the landlord convinces the court that you have been tearing up the home or using illegal drugs.

### Can I get extra time to move?

Probably not. 10 days is the longest Ohio law lets the court give you. Anything beyond that is between you and your landlord.

### What happens if I don’t move before the deadline?

A court official will watch while your landlord removes all of your stuff from the home and locks you out.

### What happens to my stuff after it is set out?

- Everything in your home goes on the sidewalk. It’s up to you to protect it from thieves and weather.
- Your landlord does not have the right to seize your things from the apartment to recover back rent.

### How long will an eviction stay on my court record?

Forever! Even if you win, the court record will always show that you were sued for eviction. Unfortunately, many prospective landlords don’t check to see whether you won or lost.

### I think the magistrate was wrong. Can I stop the eviction by filing an appeal?

Maybe. But it’s not easy.

- Ask the Clerk of Courts about forms for filing “objections” to the magistrate’s decision.
- You may have to pay your rent to the court if you want to delay the set out.

### Will I get a notice before the set out?

Maybe. You can check on the set-out date by calling the clerk of courts and talking with the civil bailiff or sheriff’s office.

## Mobile Homes

### I own my mobile home. What happens to it if I am evicted by a mobile home park?

The eviction writ forces both you and your home to leave the park. If you leave the home in the park:

- The sheriff or bailiff can have the home towed to a storage lot.
- If your home is worth less than \$3,000, the court official may order it to be destroyed.
- The park can go through a process to transfer the title from your name to its name.

- If your home is worth more than \$3,000, the park can sell it. The money from the sale will be applied to court costs, tax liens, and judgments by the park. Anything over that will go to the county’s unclaimed property fund.

Until the home is sold or destroyed, you have the right to reclaim it by paying any tax liens, court costs, and storage costs. You must then remove the home from the park.

\_\_\_\_\_ County Municipal Court

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Landlord

Vs.

\_\_\_\_\_  
Defendant Tenant

**Answer**

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\_\_\_\_\_  
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**Counterclaim**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that I sent a copy of this to \_\_\_\_\_ (plaintiff or plaintiff's attorney),  
by mailing it to (address) \_\_\_\_\_  
on \_\_\_\_\_ (date).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_