



Ohio Revised Code

Section 1345.22 Right of buyer to cancel.

Effective: March 23, 2015

Legislation: Senate Bill 274 - 130th General Assembly

(A) In addition to any right otherwise to revoke an offer, the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase. Cancellation is evidenced by the buyer giving written notice of cancellation to the seller at the seller's address, electronic mail address, or facsimile number stated in the agreement or offer to purchase. The buyer shall deliver the notice by certified mail delivery, return receipt requested, manual delivery, personal delivery, facsimile transmission, or electronic mail. Notice of cancellation by certified mail shall be effective upon the date of post marking. Manual delivery or other personal delivery is effective when delivered to the seller or to the seller's address, whichever comes first. Facsimile delivery is effective when the facsimile transmission has been transmitted to the seller's facsimile number and the consumer has received confirmation of the facsimile transmission. Electronic mail delivery is effective when the electronic mail has been sent to the seller's electronic mail address. Notice of cancellation need not take a particular form and is sufficient if it indicates, by any form of written expression, the intention of the buyer not to be bound by the home solicitation sale. Notice of buyer's right to cancel must appear on all notes or other evidence of indebtedness given pursuant to any home solicitation sale.

(B) Except as provided in division (C) of this section, where a home solicitation sale requires a seller to provide services, the seller shall not commence performance of such services during the time in which the buyer may cancel.

(C)(1) Where a home solicitation sale involving the sale and installation of home security and automation systems and related security and monitoring services requires the seller to provide services, the seller shall not commence performance of such services during the time in which the buyer may cancel the sale unless the seller does all of the following:

(a) In addition to the notices required by section 1345.23 of the Revised Code, the seller informs the buyer in writing that the buyer's right to cancel under this section is not affected by commencing services and the buyer acknowledges in writing the buyer's understanding of this right.



(b) The seller does not make a substantial change in the condition of the property in question.

(c) The seller does not receive any compensation for the services performed if the buyer timely cancels the agreement or offer under this section.

(2) With respect to a home solicitation sale involving the sale and installation of home security and automation systems and related security and monitoring services, if the seller commences services during the time in which the buyer may cancel, in accordance with division (C)(1) of this section, and those services result in the alteration of the buyer's property, and the buyer exercises the buyer's right to cancel, the seller shall restore the property within fourteen calendar days from cancellation to substantially the same condition as it was at the time the services were rendered.

(D) As used in this section, "substantial change" means any change that requires repair of a significant nature, necessitating significant expense, time, or inconvenience to repair for the buyer. Substantial change also includes a change that is incapable of being returned to its original condition.