



Ohio Revised Code

Section 1310.54 Lessee's remedies - UCC 2A-508.

Effective: November 6, 1992

Legislation: House Bill 693 - 119th General Assembly

(A) If a lessor fails to deliver the goods in conformity to the lease contract as provided in section 1310.55 of the Revised Code or repudiates the lease contract as provided in section 1310.41 of the Revised Code, or if a lessee rightfully rejects the goods as provided in section 1310.55 of the Revised Code or justifiably revokes acceptance of the goods as provided in section 1310.63 of the Revised Code, then, with respect to any goods involved and with respect to all of the goods if under an installment lease contract the value of the whole lease contract is substantially impaired as provided in section 1310.56 of the Revised Code, the lessor is in default under the lease contract, and the lessee may do one or more of the following:

- (1) Cancel the lease contract as provided in division (A) of section 1310.51 of the Revised Code;
- (2) Recover so much of the rent and security as has been paid and is just under the circumstances;
- (3) Cover and recover damages as to all goods affected, whether or not they have been identified to the lease contract, as provided in sections 1310.64 and 1310.66 of the Revised Code, or recover damages for nondelivery as provided in sections 1310.65 and 1310.66 of the Revised Code;
- (4) Exercise any other rights or pursue any other remedies provided in the lease contract.

(B) If a lessor fails to deliver the goods in conformity to the lease contract or repudiates the lease contract, the lessee also may do one of the following:

- (1) If the goods have been identified, recover them as provided in section 1310.68 of the Revised Code;
- (2) In a proper case, obtain specific performance or replevy the goods as provided in section 1310.67 of the Revised Code.



(C) If a lessor is otherwise in default under a lease contract, the lessee may exercise the rights and pursue the remedies provided in the lease contract, which may include a right to cancel the lease, and in division (C) of section 1310.65 of the Revised Code.

(D) If a lessor has breached an express or implied warranty, the lessee may recover damages as provided in division (D) of section 1310.65 of the Revised Code.

(E) On rightful rejection or justifiable revocation of acceptance, a lessee has a security interest in goods in the lessee's possession or control for any rent and security that has been paid and any expenses reasonably incurred in their inspection, receipt, transportation, and care and custody and may hold those goods and dispose of them in good faith and in a commercially reasonable manner, subject to section 1310.73 of the Revised Code.

(F) Subject to section 1310.46 of the Revised Code, a lessee, on notifying the lessor of the lessee's intention to do so, may deduct all or any part of the damages resulting from any default under the lease contract from any part of the rent still due under the same lease contract.