



Ohio Revised Code

Section 1310.69 Lessor's remedies - (UCC 2A-523).

Effective: November 6, 1992

Legislation: House Bill 693 - 119th General Assembly

(A) If a lessee wrongfully rejects or revokes acceptance of goods, fails to make a payment when due, or repudiates with respect to a part or the whole, 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 lessee is in default under the lease contract, and the lessor 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) Proceed respecting goods not identified to the lease contract as provided in section 1310.70 of the Revised Code;
- (3) Withhold delivery of the goods and take possession of goods previously delivered as provided in section 1310.71 of the Revised Code;
- (4) Stop delivery of the goods by any bailee as provided in section 1310.72 of the Revised Code;
- (5) Dispose of the goods and recover damages as provided in section 1310.73 of the Revised Code, retain the goods and recover damages as provided in section 1310.74 of the Revised Code, or in a proper case recover rent as provided in section 1310.75 of the Revised Code;
- (6) Exercise any other rights or pursue any other remedies provided in the lease contract.

(B) If a lessor does not fully exercise a right or obtain a remedy to which the lessor is entitled under division (A) of this section, the lessor may recover the loss resulting in the ordinary course of events from the lessee's default as determined in any reasonable manner, together with incidental damages, less expenses saved in consequence of the lessee's default.

(C) If a lessee is otherwise in default under a lease contract, the lessor may exercise the rights and



pursue the remedies provided in the lease contract, which may include a right to cancel the lease. In addition, unless otherwise provided in the lease contract, either of the following applies:

(1) If the default substantially impairs the value of the lease contract to the lessor, the lessor may exercise the rights and pursue the remedies provided in division (A) or (B) of this section.

(2) If the default does not substantially impair the value of the lease contract to the lessor, the lessor may recover as provided in division (B) of this section.