Commercial Leasing in Ohio: The Case for Strict Compliance

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Navigating commercial leasing in Ohio requires more than good intentions—it demands precision. Understanding the statutes governing long-term leases and the Ohio Supreme Court's recent treatment of missed deadlines makes it clear that parties must strictly comply with all legal and contractual obligations to ensure the intended protection and stability of negotiated lease agreements.

"Long-Term" Leases Must Be Notarized

For leases with a term of three years or more to be effective and enforceable (considered a "long-term" transfer of interest in land under Ohio law), the landlord's execution of the lease must be notarized.[1] When this step is ignored or forgotten, Ohio courts will not overlook the mistake or try to honor what the parties intended. Instead, the lease is considered invalid, and if the tenant has already taken possession, the courts will treat the arrangement as an implied month-to-month or year-to-year tenancy based on how rent is paid.[2] As a result, landlords and tenants who believe they have secured multi-year stability may unknowingly be operating under an arrangement far more fragile than they intended. In addition, if a landlord or tenant is seeking to enforce any remedies they may have negotiated in the lease, this could be a fruitless effort if the lease is determined to be invalid for lack of a properly notarized signature.

Expect Strict Enforcement of Lease Deadlines

Ohio courts also expect leasing parties to follow the terms of their lease with exactness. In *Ashland Global Holdings, Inc. v. SuperAsh Remainderman, Ltd. Partnership*,[3] the Ohio Supreme Court refused to apply equitable principles to save a tenant who had failed to comply with the requirements of a renewal option. Even though the tenant had invested more than $10 million into improvements on the leased commercial properties and had successfully exercised

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the first two renewal options, the court found that the failure to provide the third renewal notice before the deadline caused the expiration of the lease per its written terms. While lower courts tried to prevent the tenant from losing its substantial investment in the properties, the Ohio Supreme Court reversed. Instead, it held that missing a known deadline due to internal miscommunication is not a legal "mistake," but simple negligence and equity cannot cure negligence, even when the consequences are severe.

For Ohio landlords and tenants, the lesson is unmistakable: Strict compliance is the rule on both lease execution and lease administration. Deadlines are now effectively absolute, and courts are not inclined to correct errors that could have been avoided with reasonable diligence. A missed renewal date can cost a tenant the property and every dollar invested in it. Likewise, failing to have the landlord's execution of the lease property notarized for a lease over three years can reduce a carefully negotiated long-term relationship to a month-to-month arrangement with no guaranteed stability.

In practice, parties should review their internal procedures, ensure critical dates are meticulously tracked, and verify that all statutory execution requirements are satisfied at the outset. In Ohio, strict compliance isn't just best practice but the only way to do business.

Please contact the authors or any attorney with FBT Gibbons' Retail and Shopping Center Finance team if you have questions regarding notarization requirements, renewal deadlines, and other contractual obligations under Ohio's commercial leasing laws.

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[1] Ohio Revised Code § 5301.01

[2] *Cesta v. Manfredi*, 101 Ohio App. 3d 326, 329, 655 N.E.2d 755, 757 (1995)

[3] *Ashland Global Holdings, Inc. v. SuperAsh Remainderman, Ltd. Partnership*, 2025-Ohio-2835

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