

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 57th Legislature (2019)

4 COMMITTEE SUBSTITUTE
5 FOR
6 HOUSE BILL NO. 1134

By: Bennett

7
8 COMMITTEE SUBSTITUTE

9 An Act relating to landlord and tenant; amending 41
10 O.S. 2011, Section 121, which relates to the Oklahoma
11 Residential Landlord and Tenant Act; modifying amount
12 of deduction from rent for repairs; and providing an
13 effective date.

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15 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

16 SECTION 1. AMENDATORY 41 O.S. 2011, Section 121, is
17 amended to read as follows:

18 Section 121. A. Except as otherwise provided in this act, if
19 there is a material noncompliance by the landlord with the terms of
20 the rental agreement or a noncompliance with any of the provisions
21 of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially
22 affects health or safety, the tenant may deliver to the landlord a
23 written notice specifying the acts and omissions constituting the
24 breach and that the rental agreement will terminate upon a date not

1 less than thirty (30) days after receipt of the notice if the breach
2 is not remedied within fourteen (14) days, and thereafter the rental
3 agreement shall so terminate as provided in the notice unless the
4 landlord adequately remedies the breach within the time specified.

5 B. Except as otherwise provided in this act, if there is a
6 material noncompliance by the landlord with any of the terms of the
7 rental agreement or any of the provisions of Section ~~18~~ 118 of this
8 ~~act~~ title which noncompliance materially affects health and the
9 breach is remediable by repairs, the reasonable cost of which is
10 less than ~~One Hundred Dollars (\$100.00)~~ Two Hundred Dollars
11 (\$200.00), the tenant may notify the landlord in writing of ~~his~~ the
12 tenant's intention to correct the condition at the landlord's
13 expense after the expiration of fourteen (14) days. If the landlord
14 fails to comply within said fourteen (14) days, or as promptly as
15 conditions require in the case of an emergency, the tenant may
16 thereafter cause the work to be done in a workmanlike manner and,
17 after submitting to the landlord an itemized statement, deduct from
18 ~~his~~ the rent the actual and reasonable cost or the fair and
19 reasonable value of the work, not exceeding the amount specified in
20 this subsection, in which event the rental agreement shall not
21 terminate by reason of that breach.

22 C. Except as otherwise provided in this act, if, contrary to
23 the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the
24 landlord willfully or negligently fails to supply heat, running

1 water, hot water, electric, gas or other essential service, the
2 tenant may give written notice to the landlord specifying the breach
3 and thereafter may:

4 1. Upon written notice, immediately terminate the rental
5 agreement; ~~or~~

6 2. Procure reasonable amounts of heat, hot water, running
7 water, electric, gas or other essential service during the period of
8 the landlord's noncompliance and deduct their actual and reasonable
9 cost from the rent; ~~or~~

10 3. Recover damages based upon the diminution of the fair rental
11 value of the dwelling unit; or

12 4. Upon written notice, procure reasonable substitute housing
13 during the period of the landlord's noncompliance, in which case the
14 tenant is excused from paying rent for the period of the landlord's
15 noncompliance.

16 D. Except as otherwise provided in this act, if there is a
17 noncompliance by the landlord with the terms of the rental agreement
18 or Section ~~18~~ 118 of this ~~act~~ title, which noncompliance renders the
19 dwelling unit uninhabitable or poses an imminent threat to the
20 health and safety of any occupant of the dwelling unit and which
21 noncompliance is not remedied as promptly as conditions require, the
22 tenant may immediately terminate the rental agreement upon written
23 notice to the landlord which notice specifies the noncompliance.

1 E. All rights of the tenant under this section do not arise
2 until ~~he~~ the tenant has given written notice to the landlord or if
3 the condition complained of was caused by the deliberate or
4 negligent act or omission of the tenant, a member of ~~his~~ the
5 tenant's family, ~~his~~ the tenant's animal or pet or other person or
6 animal on the premises with ~~his~~ the tenant's consent.

7 SECTION 2. This act shall become effective November 1, 2019.

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9 COMMITTEE REPORT BY: COMMITTEE ON BUSINESS AND COMMERCE, dated
10 03/04/2019 - DO PASS, As Amended.
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