

1 STATE OF OKLAHOMA

2 1st Session of the 57th Legislature (2019)

3 SENATE BILL 178

By: Ikley-Freeman

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6 AS INTRODUCED

7 An Act relating to the Oklahoma Residential Landlord
8 and Tenant Act; amending 41 O.S. 2001, Section 121,
9 which relates to landlord's breach of rental
10 agreement; modifying allowable amount of deduction
11 from rent for repairs; updating statutory references;
12 making language gender neutral; and providing an
13 effective date.

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

15 SECTION 1. AMENDATORY 41 O.S. 2001, Section 121, is
16 amended to read as follows:

17 Section 121. A. Except as otherwise provided in ~~this act~~ the
18 Oklahoma Residential Landlord and Tenant Act, if there is a material
19 noncompliance by the landlord with the terms of the rental agreement
20 or a noncompliance with any of the provisions of Section ~~10~~ 118 of
21 this ~~act~~ title which noncompliance materially affects health or
22 safety, the tenant may deliver to the landlord a written notice
23 specifying the acts and omissions constituting the breach and that
24 the rental agreement will terminate upon a date not less than thirty
25 (30) days after receipt of the notice if the breach is not remedied

1 within fourteen (14) days, and thereafter the rental agreement shall
2 so terminate as provided in the notice unless the landlord
3 adequately remedies the breach within the time specified.

4 B. Except as otherwise provided in ~~this act~~ the Oklahoma
5 Residential Landlord and Tenant Act, if there is a material
6 noncompliance by the landlord with any of the terms of the rental
7 agreement or any of the provisions of Section ~~18~~ 118 of this ~~act~~
8 title which noncompliance materially affects health and the breach
9 is remediable by repairs, the reasonable cost of which is ~~less than~~
10 ~~One Hundred Dollars (\$100.00)~~ Three Hundred Dollars (\$300.00) or one
11 (1) month's rent, whichever is less, the tenant may notify the
12 landlord in writing of ~~his~~ the tenant's intention to correct the
13 condition at the landlord's expense after the expiration of fourteen
14 (14) days. If the landlord fails to comply within ~~said~~ the fourteen
15 (14) days, or as promptly as conditions require in the case of an
16 emergency, the tenant may thereafter cause the work to be done in a
17 workmanlike manner and, after submitting to the landlord an itemized
18 statement, deduct from ~~his~~ the rent the actual and reasonable cost
19 or the fair and reasonable value of the work, not exceeding the
20 amount specified in this subsection, in which event the rental
21 agreement shall not terminate by reason of that breach.

22 C. Except as otherwise provided in ~~this act~~ the Oklahoma
23 Residential Landlord and Tenant Act, if, contrary to the rental
24 agreement or Section ~~18~~ 118 of this ~~act~~ title, the landlord

1 willfully or negligently fails to supply heat, running water, hot
2 water, electric, gas or other essential service, the tenant may give
3 written notice to the landlord specifying the breach and thereafter
4 may:

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

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

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

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

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

1 immediately terminate the rental agreement upon written notice to
2 the landlord which notice specifies the noncompliance.

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

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

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