

**COMMITTEE AMENDMENT**  
HOUSE OF REPRESENTATIVES  
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend HB3095 \_\_\_\_\_  
Of the printed Bill  
Page \_\_\_\_\_ Section \_\_\_\_\_ Lines \_\_\_\_\_  
Of the Engrossed Bill

By striking the Title, the Enacting Clause, the entire bill, and by inserting in lieu thereof the following language:

**AMEND TITLE TO CONFORM TO AMENDMENTS**

Adopted: \_\_\_\_\_

Amendment submitted by: Mark Tedford \_\_\_\_\_

\_\_\_\_\_  
Reading Clerk

STATE OF OKLAHOMA

2nd Session of the 59th Legislature (2024)

PROPOSED COMMITTEE  
SUBSTITUTE  
FOR  
HOUSE BILL NO. 3095

By: Tedford

PROPOSED COMMITTEE SUBSTITUTE

An Act relating to landlord and tenant; providing for preemption; prohibiting retaliation by a landlord; providing retaliatory actions; provides when an act is not retaliatory; provides remedies for landlord retaliation; providing remedies for landlord when tenant makes invalid retaliation complaint; providing that relation by a landlord is a defense for eviction in certain circumstances; providing for codification; and providing an effective date.

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

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 137 of Title 41, unless there is created a duplication in numbering, reads as follows:

The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this title are preempted to the state. This title supersedes any local government regulations on matters covered under this title, including, but not limited to, the screening process used by a landlord in approving tenancies; security deposits; rental agreement applications and fees

1 associated with such applications; terms and conditions of rental  
2 agreements; the rights and responsibilities of the landlord and  
3 tenant; disclosures concerning the premises; the dwelling unit; the  
4 rental agreement; or the rights and responsibilities of the landlord  
5 and tenant; fees charged by the landlord; or notice requirement.

6 SECTION 2. NEW LAW A new section of law to be codified  
7 in the Oklahoma Statutes as Section 139 of Title 41, unless there is  
8 created a duplication in numbering, reads as follows:

9 A. A landlord may not retaliate against a tenant by taking an  
10 action described by subsection B because the tenant:

11 1. In good faith exercises or attempts to exercise against a  
12 landlord a right or remedy granted to the tenant by lease, municipal  
13 ordinance, or federal or state statute;

14 2. Gives a landlord a notice to repair or exercise a remedy  
15 under Title 41 of the Oklahoma Statutes;

16 3. Complains to a governmental entity responsible for enforcing  
17 building or housing codes, a public utility, or a civic or nonprofit  
18 agency, and the tenant:

19 a. claims a building or housing code violation or utility  
20 problem, and

21 b. believes in good faith that the complaint is valid and  
22 that the violation or problem occurred; or

23 4. Establishes, attempts to establish, or participates in a  
24 tenant organization.

1 B. A landlord may not, within six (6) months after the date of  
2 the tenant's action under subsection A of this section, retaliate  
3 against the tenant by:

4 1. Filing an eviction proceeding, except for legitimate reasons  
5 authorized by law;

6 2. Depriving the tenant of the use of the premises, except for  
7 reasons authorized by law;

8 3. Decreasing services to the tenant;

9 4. Increasing the tenant's rent or terminating the tenant's  
10 lease; or

11 5. Engaging, in bad faith, in a course of conduct that  
12 materially interferes with the tenant's rights under the tenant's  
13 lease.

14 C. The landlord is not liable for retaliation under this  
15 section if the landlord proves that the action was not made for  
16 purposes of retaliation, nor is the landlord liable, unless the  
17 action violates a prior court order for:

18 1. Increasing rent under an escalation clause in a written  
19 lease for utilities, taxes, or insurance; or

20 2. Increasing rent or reducing services as part of a pattern of  
21 rent increases or service reductions for an entire multi-dwelling  
22 project.

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1 D. An eviction or lease termination based on the following  
2 circumstances, which are valid grounds for eviction or lease  
3 termination in any event, does not constitute retaliation:

4 1. The tenant is delinquent in rent when the landlord gives  
5 notice to vacate or files an eviction action;

6 2. The tenant, a member of the tenant's family, or a guest or  
7 invitee of the tenant intentionally damages property on the premises  
8 or by word or conduct threatens the personal safety of the landlord,  
9 the landlord's employees, or another tenant;

10 3. The tenant has materially breached the lease, other than by  
11 holding over, by an action such as violating written lease  
12 provisions prohibiting serious misconduct or criminal acts, except  
13 as provided by this section;

14 4. The tenant holds over after giving notice of termination or  
15 intent to vacate;

16 5. The tenant holds over after the landlord gives notice of  
17 termination at the end of the rental term and the tenant does not  
18 take action until after the landlord gives notice of termination;  
19 or

20 6. The tenant holds over and the landlord's notice of  
21 termination is motivated by a good faith belief that the tenant, a  
22 member of the tenant's family, or a guest or invitee of the tenant  
23 might:  
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- 1           a.    adversely affect the quiet enjoyment by other tenants
- 2                    or neighbors,
- 3           b.    materially affect the health or safety of the
- 4                    landlord, other tenants, or neighbors, or
- 5           c.    damage the property of the landlord, other tenants, or
- 6                    neighbors.

7           SECTION 3.        NEW LAW        A new section of law to be codified  
8 in the Oklahoma Statutes as Section 140 of Title 41, unless there is  
9 created a duplication in numbering, reads as follows:

10           In addition to other remedies provided by law, if a landlord  
11 retaliates against a tenant under this act, the tenant may recover  
12 from the landlord a civil penalty of one month's rent plus Five  
13 Hundred Dollars (\$500.00), actual damages, court costs, and  
14 reasonable attorney's fees in an action for recovery of property  
15 damages, moving costs, actual expenses, civil penalties, or  
16 declaratory or injunctive relief, less any delinquent rents or other  
17 sums for which the tenant is liable to the landlord. If the  
18 tenant's rent payment to the landlord is subsidized in whole or in  
19 part by a governmental entity, the civil penalty granted under this  
20 section shall reflect the fair market rent of the dwelling plus Five  
21 Hundred Dollars (\$500.00).

22           SECTION 4.        NEW LAW        A new section of law to be codified  
23 in the Oklahoma Statutes as Section 141 of Title 41, unless there is  
24 created a duplication in numbering, reads as follows:

1       A. If a tenant files or prosecutes a suit for retaliatory  
2 action based on a complaint asserted under Section 3 of this act and  
3 the government building or housing inspector or utility company  
4 representative visits the premises and determines in writing that a  
5 violation of a building or housing code does not exist or that a  
6 utility problem does not exist, there is a rebuttable presumption  
7 that the tenant acted in bad faith.

8       B. If a tenant files or prosecutes a suit under this act in bad  
9 faith, the landlord may recover possession of the dwelling unit and  
10 may recover from the tenant a civil penalty of one month's rent plus  
11 Five Hundred Dollars (\$500.00), court costs, and reasonable attorney  
12 fees. If the tenant's rent payment to the landlord is subsidized in  
13 whole or in part by a governmental entity, the civil penalty granted  
14 under this section shall reflect the fair market rent of the  
15 dwelling plus Five Hundred Dollars (\$500.00).

16       SECTION 5.       NEW LAW       A new section of law to be codified  
17 in the Oklahoma Statutes as Section 142 of Title 41, unless there is  
18 created a duplication in numbering, reads as follows:

19       In an eviction suit, retaliation by the landlord under Section 3  
20 of this act is a defense and a rent deduction lawfully made by the  
21 tenant under this act is a defense for nonpayment of the rent to the  
22 extent allowed by this title. Other judicial actions under this  
23 title may not be joined with an eviction suit or asserted as a  
24 defense or cross-claim in an eviction suit.

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SECTION 6. This act shall become effective November 1, 2024.

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