

1 STATE OF OKLAHOMA

2 1st Session of the 59th Legislature (2023)

3 HOUSE BILL 2277

By: Echols

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5
6 AS INTRODUCED

7 An Act relating to landlord and tenant; amending 12
8 O.S. 2021, Sections 1148.4 and 1764; which relates to
9 forcible entry and detainer actions; changing summons
10 timing requirements for forcible entry and detainer
11 actions; changing timing requirements for
12 constructive service of summons for forcible entry
13 and detainer actions; providing exception to forcible
14 entry and detainer filing fees; amending 41 O.S.
15 Sections 121 as amended by Section 1, Chapter 230,
16 O.S.L. 2022 (41 O.S. Supp. 2022, Section 121) and
17 131, which relate to landlord and tenant; providing
18 that notice to a landlord concerning habitability may
19 also be by text message or email; changing timing for
20 notice to quit for delinquent rent; and providing an
21 effective date.

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

23 SECTION 1. AMENDATORY 12 O.S. 2021, Section 1148.4, is
24 amended to read as follows:

25 Section 1148.4 The summons shall be issued and returned as in
26 other cases, except that it shall command the sheriff, or other
27 person serving it, to summon the defendant to appear for trial at
28 the time and place specified therein, which time shall be not less
29 than ~~five~~(5) ten (10) days nor more than ~~ten~~(10) twenty (20) days
30 from the date that the summons is issued. The summons shall apprise

1 the defendant of the nature of the claim that is being asserted
2 against him or her; and there shall be endorsed upon the summons the
3 relief sought and the amount for which the plaintiff will take
4 judgment if the defendant fails to appear. In all cases, pleadings
5 may be amended to conform to the evidence.

6 SECTION 2. AMENDATORY 12 O.S. 2021, Section 1764, is
7 amended to read as follows:

8 Section 1764. A fee of Forty-five Dollars (\$45.00) shall be
9 charged and collected for the filing of the affidavit for the
10 commencement of any action, except forcible entry and detainer
11 actions, for an amount of Five Thousand Dollars (\$5,000.00) or less.
12 Any action in excess of Five Thousand Dollars (\$5,000.00), and all
13 forcible entry and detainer actions, shall be subject to the filing
14 fees provided in Title 28 of the Oklahoma Statutes for the same kind
15 of action as filed in district court. For the filing of any
16 counterclaim or setoff, fees shall be charged and collected pursuant
17 to Section 152.1 of Title 28 of the Oklahoma Statutes. Except as
18 otherwise provided in Section 1772 of this title, no other fee or
19 charge shall be collected by any officer for any service rendered
20 pursuant to the provisions of the Small Claims Procedure Act, or for
21 the taking of affidavits for use in connection with any action tried
22 pursuant to the provisions of the Small Claims Procedure Act. If
23 the affidavit and order are served by the sheriff or a licensed
24 private process server, the court clerk shall collect the usual fee

1 for the sheriff, which shall be taxed as costs in the case. The fee
2 paid to a licensed private process server, as approved by the court,
3 shall be taxed as additional costs in the case. After judgment, the
4 court clerk shall issue such process and shall be entitled to
5 collect only such fees and charges as are allowed by law for like
6 services in other actions. All fees collected as authorized by this
7 section and Section 1772 of this title shall be deposited with other
8 fees that are collected by the district court. Any statute
9 providing for an award of attorney fees shall be applicable to the
10 small claims division if the attorney makes an appearance in the
11 case, whether before or after judgment or on hearing for disclosure
12 of assets.

13 SECTION 3. AMENDATORY 41 O.S. 2021, Section 121, as
14 amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2022,
15 Section 121), is amended to read as follows:

16 Section 121. A. Except as otherwise provided in this act, if
17 there is a material noncompliance by the landlord with the terms of
18 the rental agreement or a noncompliance with any of the provisions
19 of Section 118 of this title which noncompliance materially affects
20 health or safety, the tenant may deliver to the landlord a written
21 notice, which may include a text message or email to the landlord,
22 specifying the acts and omissions constituting the breach and that
23 the rental agreement will terminate upon a date not less than thirty
24 (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, if there is a
5 material noncompliance by the landlord with any of the terms of the
6 rental agreement or any of the provisions of Section 118 of this
7 title which noncompliance materially affects health and the breach
8 is remediable by repairs, the reasonable cost of which is equal to
9 or less than one month's rent, the tenant may notify the landlord in
10 writing of his or her intention to correct the condition at the
11 landlord's expense after the expiration of fourteen (14) days. If
12 the landlord fails to comply within said fourteen (14) days, or as
13 promptly as conditions require in the case of an emergency, the
14 tenant may thereafter cause the work to be done in a workmanlike
15 manner and, after submitting to the landlord an itemized statement,
16 deduct from his or her rent the actual and reasonable cost or the
17 fair and reasonable value of the work, not exceeding the amount
18 specified in this subsection, in which event the rental agreement
19 shall not terminate by reason of that breach.

20 C. Except as otherwise provided in this act, if, contrary to
21 the rental agreement or Section 118 of this title, the landlord
22 willfully or negligently fails to supply heat, running water, hot
23 water, electric, gas or other essential service, the tenant may give
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1 written notice to the landlord specifying the breach and thereafter
2 may:

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

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

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

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

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

23 E. All rights of the tenant under this section do not arise
24 until he or she has given written notice to the landlord or if the

1 condition complained of was caused by the deliberate or negligent
2 act or omission of the tenant, a member of his or her family, his or
3 her animal or pet or other person or animal on the premises with his
4 or her consent.

5 SECTION 4. AMENDATORY 41 O.S. 2021, Section 131, is
6 amended to read as follows:

7 Section 131. A. If rent is unpaid when due, the landlord may
8 bring an action for recovery of the rent at any time thereafter or
9 the landlord may wait until the expiration of the period allowed for
10 curing a default by the tenant, as prescribed in subsection B of
11 this section, before bringing such action.

12 B. A landlord may terminate a rental agreement for failure to
13 pay rent when due, if the tenant fails to pay the rent within ~~five~~
14 ~~(5)~~ ten (10) days after written notice of landlord's demand for
15 payment. The notice may be given before or after the landlord files
16 any action authorized by subsection A of this section. Demand for
17 past-due rent is deemed a demand for possession of the premises and
18 no further notice to quit possession need be given by the landlord
19 to the tenant for any purpose.

20 SECTION 5. This act shall become effective November 1, 2023.

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22 59-1-6078 JL 01/18/23

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