

1 STATE OF OKLAHOMA

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

3 SENATE BILL 465

By: Montgomery

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5  
6 AS INTRODUCED

7 An Act relating to the Oklahoma Residential Landlord  
8 and Tenant Act; amending 41 O.S. 2021, Section 111,  
9 which relates to termination of tenancy; authorizing  
10 termination of rental payments upon certain notice;  
11 allowing return of deposit under certain  
12 circumstances; and providing an effective date.

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

14 SECTION 1. AMENDATORY 41 O.S. 2021, Section 111, is  
15 amended to read as follows:

16 Section 111. A. Except as otherwise provided in the Oklahoma  
17 Residential Landlord and Tenant Act, when the tenancy is month-to-  
18 month or tenancy at will, the landlord or tenant may terminate the  
19 tenancy provided the landlord or tenant gives a written notice to  
20 the other at least thirty (30) days before the date upon which the  
21 termination is to become effective. The thirty-day period to  
22 terminate shall begin to run from the date notice to terminate is  
23 served as provided in subsection E of this section.

24 B. Except as otherwise provided in the Oklahoma Residential  
Landlord and Tenant Act, when the tenancy is less than month-to-

1 month, the landlord or tenant may terminate the tenancy provided the  
2 landlord or tenant gives to the other a written notice served as  
3 provided in subsection E of this section at least seven (7) days  
4 before the date upon which the termination is to become effective.

5 C. Unless earlier terminated under the provisions of the  
6 Oklahoma Residential Landlord and Tenant Act or unless otherwise  
7 agreed upon, a tenancy for a definite term expires on the ending  
8 date thereof without notice.

9 D. If the tenant remains in possession without the landlord's  
10 consent after the expiration of the term of the rental agreement or  
11 its termination under the Oklahoma Residential Landlord and Tenant  
12 Act, the landlord may immediately bring an action for possession and  
13 damages. If the tenant's holdover is willful and not in good faith  
14 the landlord may also recover an amount not more than twice the  
15 average monthly rental, computed and prorated on a daily basis, for  
16 each month or portion thereof that the tenant remains in possession.  
17 If the landlord consents to the tenant's continued occupancy, a  
18 month-to-month tenancy is thus created, unless the parties otherwise  
19 agree.

20 E. The written notice, required by the Oklahoma Residential  
21 Landlord and Tenant Act, to terminate any tenancy shall be served on  
22 the tenant or landlord personally unless otherwise specified by law.  
23 If the tenant cannot be located, service shall be made by delivering  
24 the notice to any family member of such tenant over the age of

1 twelve (12) years residing with the tenant. If service cannot be  
2 made on the tenant personally or on such family member, notice shall  
3 be posted at a conspicuous place on the dwelling unit of the tenant.  
4 If the notice is posted, a copy of such notice shall be mailed to  
5 the tenant by certified mail or by mailing such notice through the  
6 Firm Mailing Book for Accountable Mail as provided by the United  
7 States Post Office. If service cannot be made on the landlord  
8 personally, the notice shall be mailed to the landlord by certified  
9 mail. For the purpose of this subsection, the word "landlord" shall  
10 mean any person authorized to receive service of process and notice  
11 pursuant to Section 116 of this title.

12 F. A victim of domestic violence, sexual violence or stalking  
13 may terminate a lease without penalty by providing written notice  
14 and a protective order of an incident of such violence within thirty  
15 (30) days of such incident, unless the landlord waives such time  
16 period. Once notice is given to the landlord and a rental payment  
17 is made for the thirty-day period, no further rental payment shall  
18 be due and the lease shall be terminated. Any deposit amount may be  
19 returned to the tenant in the same manner as if the lease were not  
20 terminated.

21 G. The provisions of this section shall not apply to an  
22 occupant who has no rental agreement with the landlord and with whom  
23 the landlord has not consented to creating a tenancy. A landlord  
24 shall have the right to demand that such an occupant vacate the

1 dwelling unit or the premises or both and shall not be required to  
2 commence eviction proceedings. If the occupant wrongfully fails to  
3 comply within a reasonable time, the occupant shall, upon  
4 conviction, be guilty of a trespass and may be punished by a fine  
5 not to exceed Five Hundred Dollars (\$500.00).

6 SECTION 2. This act shall become effective November 1, 2023.

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