

1 STATE OF OKLAHOMA

2 1st Session of the 60th Legislature (2025)

3 HOUSE BILL 2015

By: Pae

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6 AS INTRODUCED

7 An Act relating to landlord and tenant; prohibiting
8 landlords from retaliating against tenants in certain
9 circumstances; defining forms of retaliation;
10 providing that a landlord may increase rent or
11 decrease services under certain circumstances;
12 providing remedy procedures for tenants; providing
13 examples of nonretaliatory actions; providing that a
14 landlord shall retain the right to recovery if done
15 in good faith; providing when raising rent shall not
16 be considered retaliatory; amending 41 O.S. 2021,
17 Section 121, as amended by Section 1, Chapter 230,
18 O.S.L. 2022 (41 O.S. Supp. 2024, Section 121), which
19 relates to landlord's breach of a rental agreement;
20 providing a tenant may bring an action to enforce an
21 obligation of a landlord; providing guidelines on
22 when a tenant can bring an action to enforce an
23 obligation of a landlord; providing types of relief;
24 providing when a landlord's liability for damages
begins; defining terms; prohibiting an action for
possession based on nonpayment of rent in certain
circumstances; providing that tenants in certain
circumstances can recover reasonable attorney fees;
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:

1 A. 1. Except as provided in this section or as otherwise
2 provided by law, a landlord renting more than ten dwelling units in
3 the State of Oklahoma may not retaliate against a tenant by
4 increasing rent, decreasing services, by bringing or threatening to
5 bring an action for possession, or by causing a termination of the
6 rental agreement after the landlord has knowledge that:

7 a. the tenant, in good faith, has made a complaint to a
8 governmental agency charged with the enforcement of
9 building or housing code violations related to health
10 or safety,

11 b. the tenant, in good faith, has made a complaint to or
12 filed an action against the landlord for a violation
13 of any provision of Title 41 of the Oklahoma Statutes,

14 c. the tenant, in good faith, has given the landlord a
15 notice to repair or exercise a remedy under Title 41
16 of the Oklahoma Statutes,

17 d. the tenant, in good faith, has organized or become a
18 member of a tenants' organization, or

19 e. the tenant, in good faith, has testified in a court
20 proceeding against the landlord.

21 2. However, the provisions of this section shall not be
22 construed to prevent the landlord from increasing rent nor from
23 decreasing services in a manner that applies equally to all tenants.
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1 B. If a landlord acts in violation of this section, the tenant
2 is entitled to the applicable remedies provided for in Title 41 of
3 the Oklahoma Statutes, including recovery of actual damages plus
4 reasonable attorney fees, and may assert such retaliation as a
5 defense in any action against the landlord for possession.

6 C. Actions by a landlord shall not be considered retaliatory
7 if:

8 1. The tenant is in arrears with regard to his or her rental
9 agreement;

10 2. The tenant creates conditions within the unit which are
11 unsafe or destructive; or

12 3. An unforeseen action causes the landlord to comply with a
13 code which would deprive the tenant of the right to continue using
14 the unit.

15 D. The landlord shall retain the right to recovery of the
16 premises if that recovery was done in good faith, which actions
17 shall include:

18 1. The tenant using the unit for an illegal or illicit purpose
19 or otherwise creating a nuisance on the property;

20 2. The landlord recovering possession of the unit from the
21 tenant in order to use the unit as a primary residence for either
22 the landlord or the landlord's immediate family;

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1 3. The landlord recovering possession of the unit for the
2 purposes of substantially altering, remodeling, or demolishing the
3 unit; or

4 4. When the unit is sold and the purchaser intends to use it as
5 a primary residence for either the landlord or a member of the
6 landlord's immediate family.

7 E. Increases in rent shall not be considered retaliation if:

8 1. Compliance with a health department or other agency
9 directive creates a financial burden on the landlord;

10 2. Rent is increased to mitigate the burden of a substantial
11 increase in property taxes;

12 3. Substantial improvements to the unit that effects a tax
13 depreciation on the landlord's federal tax bill; or

14 4. Rent is increased, upon renewal of the lease, in the
15 standard course of business.

16 SECTION 2. AMENDATORY 41 O.S. 2021, Section 121, as
17 amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2024,
18 Section 121), is amended to read as follows:

19 Section 121. A. Except as otherwise provided in this act, if
20 there is a material noncompliance by the landlord with the terms of
21 the rental agreement or a noncompliance with any of the provisions
22 of Section 118 of this title which noncompliance materially affects
23 health or safety, the tenant may deliver to the landlord a written
24 notice specifying the acts and omissions constituting the breach and

1 that the rental agreement will terminate upon a date not less than
2 thirty (30) days after receipt of the notice if action to correct
3 the breach is not remedied within fourteen (14) days, and thereafter
4 the ~~rental agreement shall so terminate as provided in the notice~~
5 ~~unless the landlord adequately remedies the breach within the time~~
6 ~~specified~~ tenant may terminate or bring an action in court to
7 enforce an obligation of the landlord.

8 1. A tenant may not bring an action under this title unless the
9 following conditions are met:

- 10 a. the tenant gives the landlord written notice of the
11 landlord's noncompliance with a provision of this
12 title,
- 13 b. the landlord has been given a reasonable amount of
14 time, not to exceed fourteen (14) days, to make
15 repairs or provide a remedy of the condition described
16 in the tenant's notice. The tenant may not prevent
17 the landlord from having access to the rental premises
18 to meaningfully begin to make repairs or to
19 meaningfully begin to provide a remedy to the
20 condition described in the tenant's notice, and
- 21 c. the landlord fails or refuses to repair or remedy the
22 condition described in the tenant's notice.

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1 2. If the tenant is the prevailing party in an action under
2 this section, the tenant may obtain any of the following, if
3 appropriate under the circumstances:

- 4 a. actual damages and consequential damages,
- 5 b. attorney fees and court costs,
- 6 c. injunctive relief, and
- 7 d. any other remedy appropriate under the circumstances.

8 3. The landlord's liability for damages begins when:

- 9 a. the landlord has notice or actual knowledge of
10 noncompliance, and
- 11 b. the landlord has:
 - 12 (1) refused to remedy the noncompliance, or
 - 13 (2) failed to meaningfully begin to remedy the
14 noncompliance within a reasonable amount of time,
15 not to exceed fourteen (14) days, following the
16 notice or actual knowledge.

17 B. Except as otherwise provided in this act, if there is a
18 material noncompliance by the landlord with any of the terms of the
19 rental agreement or any of the provisions of Section 118 of this
20 title which noncompliance materially affects health and the breach
21 is remediable by repairs, the reasonable cost of which is equal to
22 or less than one month's rent, the tenant may notify the landlord in
23 writing of his or her intention to correct the condition at the
24 landlord's expense after the expiration of fourteen (14) days. If

1 the landlord fails to meaningfully begin to comply within said
2 fourteen (14) days, or as promptly as conditions require in the case
3 of an emergency, the tenant may thereafter cause the work to be done
4 in a workmanlike manner and, after submitting to the landlord an
5 itemized statement, deduct from his or her rent the actual and
6 reasonable cost or the fair and reasonable value of the work, not
7 exceeding the amount specified in this subsection, in which event
8 the rental agreement shall not terminate by reason of that breach.

9 An emergency shall be defined as one of the following:

10 1. Lack of access to running water, gas, or electric which was
11 the result of the landlord for more than twelve (12) hours;

12 2. A sustained inside temperature lower than fifty-five (55)
13 degrees Fahrenheit or higher than eighty-five (85) degrees
14 Fahrenheit for a period of twelve (12) hours with no less than one
15 living space must have heat and air conditioning while repairs are
16 being made;

17 3. Inability to reasonably secure the home or premises with the
18 use of a manual locking mechanism for more than eight (8) hours,
19 however, temporary sheathing may be used for securing broken
20 windows;

21 4. Detection of CO₂ or a gas smell that is not remedied within
22 one (1) hour after notification by either gas company or landlord
23 temporarily shutting off service;

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1 5. Inability to use at least one toilet and lavatory for a
2 period of more than eight (8) hours, or unsafe electrical
3 connections, and sewer backup for more than eight (8) hours.

4 C. No action for possession on behalf of the landlord based on
5 nonpayment of rent shall be maintained regarding the premises leased
6 or rented for purposes other than for vacation or recreation, if the
7 tenant is properly exercising a remedy under subsection B or C of
8 this section.

9 ~~C.~~ D. Except as otherwise provided in this act, if, contrary to
10 the rental agreement or Section 118 of this title, the landlord
11 willfully or negligently fails to supply heat, running water, hot
12 water, electric, gas or other essential service, the tenant may give
13 written notice to the landlord specifying the breach and thereafter
14 may:

15 1. Upon written notice, immediately terminate the rental
16 agreement; or

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

21 3. Recover damages based upon the ~~diminution of the fair rental~~
22 ~~value of the dwelling unit~~ landlord's noncompliance, at the
23 discretion of the court, including reasonable attorney fees; or
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1 4. Upon written notice, procure reasonable substitute housing
2 during the period of the landlord's noncompliance, in which case the
3 tenant is excused from paying rent for the period of the landlord's
4 noncompliance.

5 ~~D.~~ E. Except as otherwise provided in this act, if there is a
6 noncompliance by the landlord with the terms of the rental agreement
7 or Section 118 of this title, which noncompliance renders the
8 dwelling unit uninhabitable or poses an imminent threat to the
9 health and safety of any occupant of the dwelling unit and which
10 noncompliance is not remedied as promptly as conditions require, the
11 tenant may immediately terminate the rental agreement upon written
12 notice to the landlord which notice specifies the noncompliance.

13 ~~E.~~ F. All rights of the tenant under this section do not arise
14 until he or she has given written notice to the landlord or if the
15 condition complained of was caused by the deliberate or negligent
16 act or omission of the tenant, a member of his or her family, his or
17 her animal or pet or other person or animal on the premises with his
18 or her consent.

19 SECTION 3. This act shall become effective November 1, 2025.
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