

STATE OF OKLAHOMA

1st Session of the 43rd Legislature (1991)

HOUSE BILL NO. 1326

BY: STEIDLEY

AS INTRODUCED

AN ACT RELATING TO CIVIL PROCEDURE AND LANDLORD AND  
TENANT; AMENDING 12 O.S. 1981, SECTION 1148.10A,  
WHICH RELATES TO POSTING SUPERSEDEAS BONDS;  
MODIFYING CERTAIN FORCIBLE ENTRY AND DETAINER  
PROCEDURES; AMENDING 41 O.S. 1981, SECTION 132, AS  
LAST AMENDED BY SECTION 4, CHAPTER 347, O.S.L. 1989  
(41 O.S. SUPP. 1990, SECTION 139), WHICH RELATES TO  
TENANTS NONCOMPLIANCE WITH RENTAL AGREEMENT;  
PROVIDING ADDITIONAL RENTAL TERMINATION REMEDIES;  
AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDATORY 12 O.S. 1981, Section 1148.10A, is amended to read as follows:

Section 1148.10A ~~If no supersedeas bond be posted within the time provided herein, the officer shall forthwith restore the plaintiff to possession of the premises by executing the writ prescribed in the preceding section of the statutes and shall make levy to collect the amount of the judgment and all accruing costs. The officer's return shall be as upon other executions.~~

~~The defendant shall have three (3) days after the date of judgment to~~ The officer shall immediately notify the defendant in person or by posting of said notice that the officer shall return within seventy-two (72) hours to restore the plaintiff possession of the premises by executing the writ prescribed in Section 1148.10 of this title and shall make levy to collect the amount of the judgment and all accruing costs. The officer's return shall be as upon other executions. Within three (3) days of the date of the judgment, the defendant may post supersedeas bond conditioned as provided by law. This time limit may be enlarged by a trial judge's order to not more than ten (10) days after the date of judgment. The posting of a supersedeas bond shall not be construed to relieve the defendant of his duty to pay current rent as it becomes due while the appeal is pending. The rent shall be paid into the court clerk's office together with poundage. If there be controversy as to the amount of rent, the judge shall determine by order how much shall be paid in what time intervals. Withdrawal by the plaintiff of rent deposited in the court clerk's office pending appeal shall not operate to estop him from urging on appeal his right to the possession of the premises. Failure to pay current rentals while the appeal is pending shall be considered as abandonment of the appeal.

SECTION 2. AMENDATORY 41 O.S. 1981, Section 132, as last amended by Section 4, Chapter 347, O.S.L. 1989 (41 O.S. Supp. 1990, Section 132), is amended to read as follows:

Section 132. A. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a noncompliance by the tenant with the rental agreement or with Section 127 of this title which noncompliance can be remedied by repair, replacement of a damaged item, or cleaning and the tenant fails to comply as promptly as conditions require in the case of an emergency or within fourteen (14) days after written notice served as provided in subsection E of Section 111 of this title by the landlord specifying

the breach and requiring that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and thereafter submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date rent is due, or if the rental agreement has terminated, for immediate payment. If the landlord avails himself of the remedy provided in this subsection he may not terminate the rental agreement by reason of the tenant's failure to remedy the breach.

B. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a material noncompliance by the tenant with the rental agreement or with any provision of Section 127 of this title, which noncompliance materially affects health or safety, the landlord may deliver to the tenant a written notice served as provided in subsection E of Section 111 of this title specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice unless remedied within fourteen (14) days. If the breach is not remedied within fourteen (14) days from receipt of the notice, the rental agreement shall terminate as provided in the notice. If within said fourteen (14) days the tenant adequately remedies the breach complained of, or if the landlord remedies the breach according to the provisions of subsection A of this section, the rental agreement shall not terminate by reason of said breach.

C. Notwithstanding other provisions of this section, if there is a noncompliance by the tenant with the rental agreement or with any of the provisions of Section 127 of this title, which noncompliance causes or threatens to cause imminent and irreparable harm to the premises or to any person and which noncompliance is not remedied by the tenant as promptly as conditions require after he has notice of it, the landlord may terminate the rental agreement.

In the event of a noncompliance which violates any city, state or federal law, ordinance, rule or regulation which noncompliance caused or threatened harm, or threatens to cause imminent harm to the premises or to any person, the landlord may terminate the rental agreement by immediately filing a forcible entry and detainer action.

SECTION 3. This act shall become effective September 1, 1991.

43-1-5460

MMS