

STATE OF OKLAHOMA

1st Session of the 44th Legislature (1993)

HOUSE BILL NO. 1730

By: Rhoads (Karroll)

AS INTRODUCED

An Act relating to landlord and tenant; amending 41 O.S. 1991, Section 132, which relates to rights and duties of landlord; modifying time requirements for compliance with rental agreement; modifying time requirement for notice to terminate; amending 12 O.S. 1991, Section 1148.1, which relates to forcible entry and detainer; modifying language; and providing an effective date.

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

SECTION 1. AMENDATORY 41 O.S. 1991, 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)~~ five (5) 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)~~ ten (10) days after receipt of the notice unless remedied within ~~fourteen (14)~~ five (5) days. If the breach is not remedied within ~~fourteen (14)~~ five (5) 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 by immediately filing a forcible entry and detainer action.

SECTION 2. AMENDATORY 12 O.S. 1991, Section 1148.1, is amended to read as follows:

Section 1148.1 The district court shall have jurisdiction to try all actions for the forcible entry and detention, or detention only, of real property, and claims for the collection of rent or damages to the premises, or claims arising under the Oklahoma Residential Landlord and Tenant Act, may be included in the same action, but other claims may not be included in the same action. A judgment in an action brought under ~~this act~~ Section 1148.1 et seq. of this title shall be conclusive as to any issues adjudicated therein, but it shall not be a bar to any other action brought by either party.

SECTION 3. This act shall become effective September 1, 1993.

44-1-5689

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