

STATE OF OKLAHOMA

2nd Session of the 45th Legislature (1996)

HOUSE BILL NO. 2886

By: Staggs

AS INTRODUCED

An Act relating to landlord and tenant; amending 41 O.S. 1991, Section 132, which relates to rights and duties of the landlord; modifying time frame for certain actions and notices; permitting landlord to recover damages; 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)~~ seven (7) 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~~ remedies the breach as provided in this subsection ~~he~~, the landlord 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)~~ fifteen (15) days after receipt of the notice unless remedied within ~~fourteen (14)~~ seven (7) days. If the breach is not remedied within ~~fourteen (14)~~ seven (7) days from receipt of the notice, the rental agreement shall terminate as provided in the notice. If within ~~said fourteen (14)~~ the seven (7) 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~~ the 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~~ the tenant has notice of it, the landlord may terminate the rental agreement by immediately filing a forcible entry and detainer action.

D. Upon any noncompliance by the tenant as provided in this section with the rental agreement or with any of the provisions of Section 127 of this title, which noncompliance causes any damage to the property, and the tenant fails to comply as provided in this section, the landlord may, after notice as provided in this section, bring a cause of action for the amount of damages, including any costs and fees the landlord may incur in bringing the action.

SECTION 2. This act shall become effective November 1, 1996.

45-2-7798

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