

STATE OF OKLAHOMA

2nd Session of the 45th Legislature (1996)

HOUSE BILL NO. 2942

By: Steidley

AS INTRODUCED

An Act relating to forcible entry and detainer;
amending 12 O.S. 1991, Section 1148.5A, which
relates to service of summons in forcible entry and
detainer actions; authorizing private process
service posting; amending 41 O.S. 1991, Section
132, which relates to noncompliance by tenants
under the Oklahoma Residential Landlord and Tenant
Act; modifying standard for material noncompliance;
and providing an effective date.

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

SECTION 1. AMENDATORY 12 O.S. 1991, Section 1148.5A, is
amended to read as follows:

Section 1148.5A If, in the exercise of reasonable diligence,
service cannot be made upon the defendant personally nor upon any
person residing upon the premises over fifteen (15) years of age,
then in lieu of service by certified mail, service may be obtained
for the sole purpose of adjudicating the right to restitution of the
premises by the sheriff's posting or by private process service
posting of said summons conspicuously on the building on the
premises, and, if there be no building on said premises, then by

posting the same at some conspicuous place on the premises sought to be recovered at least five (5) days prior to the date of trial, and by the claimant's mailing a copy of said summons to the defendant at his last-known address by certified mail at least five (5) days prior to said date of trial. Such service shall confer no jurisdiction upon the court to render any judgment against the defendant for the payment of money nor for any relief other than the restoration of possession of the premises to the claimant, unless the defendant appears at trial. Such service shall not be rendered ineffectual by the failure of the defendant to actually see or receive such posted process nor by his failure to actually receive or sign a return receipt for such mailed process.

SECTION 2. 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) 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 by immediately filing a forcible entry and detainer action.

SECTION 3. This act shall become effective November 1, 1996.

45-2-8613

SD