

SHORT TITLE: Landlord and tenant; requiring disclosure of certain information by landlord as part of rental agreement; codification; effective date.

STATE OF OKLAHOMA

1st Session of the 46th Legislature (1997)

SENATE BILL NO. 685

By: Williamson

AS INTRODUCED

An Act relating to landlord and tenant; amending 41 O.S. 1991, Sections 121 and 128, which relate to the Oklahoma Residential Landlord and Tenant Act; requiring disclosure of certain information by landlord as part of rental agreement; providing certain remedy for breach of rental agreement; allowing recovery of damages for damage to personal property under certain circumstances; requiring certain notice of entry into dwelling unit; 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 113b of Title 41, unless there is created a duplication in numbering, reads as follows:

A. If the premises to be rented have an amenity which is not functional which is known, or should be known, to the landlord, the landlord shall include such information as well as when, or if, the landlord intends to repair the amenity, prominently and in writing as part of any written rental agreement.

B. If the landlord fails to provide information required by subsection A, the failure shall constitute a breach of the rental

agreement and the tenant may notify the landlord in writing of his or her intention to repair or replace the amenity at the landlord's expense after the expiration of fourteen (14) days. If the landlord fails to repair or replace the amenity within the fourteen (14) days, the tenant may cause the repair or replacement of the amenity, and after submitting to the landlord an itemized statement, deduct from his or her rent the actual and reasonable cost or the fair and reasonable value of the work.

SECTION 2. AMENDATORY 41 O.S. 1991, Section 121, is amended to read as follows:

Section 121. A. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the terms of the rental agreement or a noncompliance with any of the provisions of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially affects health or safety, the tenant may deliver to the landlord a written notice specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within fourteen (14) days, and thereafter the rental agreement shall so terminate as provided in the notice unless the landlord adequately remedies the breach within the time specified.

B. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with any of the terms of the rental agreement or any of the provisions of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is less than One Hundred Dollars (\$100.00), the tenant may notify the landlord in writing of his intention to correct the condition at the landlord's expense after the expiration of fourteen (14) days. If the landlord fails to comply within ~~said~~ the fourteen (14) days, or as promptly as conditions require in the case of an emergency, the tenant may thereafter cause the work to be done in a workmanlike

manner and, after submitting to the landlord an itemized statement, deduct from his or her rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection, in which event the rental agreement shall not terminate by reason of that breach.

C. Except as otherwise provided in this act, if, contrary to the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas or other essential service, the tenant may give written notice to the landlord specifying the breach and thereafter may:

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

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

3. Recover damages based upon the diminution of the fair rental value of the dwelling unit; or

4. Upon written notice, procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

D. Except as otherwise provided in this act, if there is a noncompliance by the landlord with the terms of the rental agreement or Section 18 of this act, which noncompliance renders the dwelling unit uninhabitable or poses an imminent threat to the health and safety of any occupant of the dwelling unit and which noncompliance is not remedied as promptly as conditions require, the tenant may immediately terminate the rental agreement upon written notice to the landlord which notice specifies the noncompliance.

E. If there is a noncompliance with the terms of the rental agreement or Section 118 of this title, which noncompliance directly, or indirectly, causes damage to personal property belonging to the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent, the owner of such damaged personal property may recover actual damages. Personal property shall include, but not be limited to, perishable items.

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

SECTION 3. AMENDATORY 41 O.S. 1991, Section 128, is amended to read as follows:

Section 128. A. A The tenant shall not unreasonably withhold consent to the landlord, ~~his~~ the landlord's agents and employees, to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

B. A The landlord, ~~his~~ the landlord's agents and employees may enter the dwelling unit without consent of the tenant in case of emergency.

C. A The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least one (1) day's notice of ~~his~~ intent to enter and may enter only at reasonable times.

D. The landlord, the landlord's agents and employees shall leave written notice within the dwelling unit at any time there is an entry into the dwelling unit. The notice shall be in writing and

include the name of the person or persons who entered the premises, time of entry and departure, reason for entry, and an explanation of any work that was done. Failure to leave written notice upon entry into a dwelling unit shall be an unlawful entry as provided in Section 124 of this title.

E. Unless the tenant has abandoned or surrendered the premises, a landlord has no other right of access during a tenancy except as is provided in this act or pursuant to a court order.

~~E.~~ F. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or he may terminate the rental agreement.

SECTION 4. This act shall become effective November 1, 1997.

46-1-0512

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