STATE OF OKLAHOMA

1st Session of the 50th Legislature (2005)

HOUSE BILL 1526 By: Lindley

AS INTRODUCED

An Act relating to landlord and tenant; amending 41 O.S. 2001, Section 121, which relates to the Residential Landlord and Tenant Act; requiring landlords to comply with certain municipal ordinances; adding certain costs to be deducted from rent for noncompliance; and providing an effective date.

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

SECTION 1. AMENDATORY 41 O.S. 2001, 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 or with municipal ordinances which noncompliance materially affects health or subjects the tenant to liability pursuant to municipal ordinances 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~~ the 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 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~~ the rent the actual and reasonable cost or the fair and reasonable value of the work~~, not exceeding the amount~~ ~~specified in this subsection,~~ and any fine, penalty or cost imposed by a municipality, in which event the rental agreement shall not terminate by reason of that breach or nonconformity.

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~~ 118 of this ~~act~~ title, 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. All rights of the tenant under this section do not arise until ~~he~~ the tenant 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~~ the tenant's family, ~~his~~ the tenant's animal or pet or other person or animal on the premises with ~~his~~ the tenant's consent.

SECTION 2. This act shall become effective November 1, 2005.

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