

1                   **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2                                   STATE OF OKLAHOMA

3                                   1st Session of the 53rd Legislature (2011)

4 COMMITTEE SUBSTITUTE  
5 FOR  
6 HOUSE BILL NO. 2001

By: Dorman of the House

and

Halligan of the Senate

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10                                   COMMITTEE SUBSTITUTE

11                   An Act relating to landlord and tenant; amending 41  
12                   O.S. 2001, Section 121, which relates to the Oklahoma  
13                   Residential Landlord and Tenant Act; modifying amount  
14                   of deduction from rent for repairs; and providing an  
15                   effective date.

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

17                   SECTION 1.           AMENDATORY           41 O.S. 2001, Section 121, is  
18 amended to read as follows:

19                   Section 121. A. Except as otherwise provided in this act, if  
20 there is a material noncompliance by the landlord with the terms of  
21 the rental agreement or a noncompliance with any of the provisions  
22 of Section ~~118~~ 118 of this ~~act~~ title which noncompliance materially  
23 affects health or safety, the tenant may deliver to the landlord a

1 written notice specifying the acts and omissions constituting the  
2 breach and that the rental agreement will terminate upon a date not  
3 less than thirty (30) days after receipt of the notice if the breach  
4 is not remedied within fourteen (14) days, and thereafter the rental  
5 agreement shall so terminate as provided in the notice unless the  
6 landlord adequately remedies the breach within the time specified.

7 B. Except as otherwise provided in this act, if there is a  
8 material noncompliance by the landlord with any of the terms of the  
9 rental agreement or any of the provisions of Section ~~18~~ 118 of this  
10 ~~act~~ title which noncompliance materially affects health and the  
11 breach is remediable by repairs, the reasonable cost of which is  
12 ~~less than One Hundred Dollars (\$100.00)~~ Two Hundred Dollars  
13 (\$200.00), the tenant may notify the landlord in writing of ~~his~~ the  
14 tenant's intention to correct the condition at the landlord's  
15 expense after the expiration of fourteen (14) days. If the landlord  
16 fails to comply within said fourteen (14) days, or as promptly as  
17 conditions require in the case of an emergency, the tenant may  
18 thereafter cause the work to be done in a workmanlike manner and,  
19 after submitting to the landlord an itemized statement, deduct from  
20 ~~his~~ the rent the actual and reasonable cost or the fair and  
21 reasonable value of the work, not exceeding the amount specified in  
22 this subsection, in which event the rental agreement shall not  
23 terminate by reason of that breach.

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

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

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

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

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

19 D. Except as otherwise provided in this act, if there is a  
20 noncompliance by the landlord with the terms of the rental agreement  
21 or Section ~~18~~ 118 of this ~~act~~ title, which noncompliance renders the  
22 dwelling unit uninhabitable or poses an imminent threat to the  
23 health and safety of any occupant of the dwelling unit and which

1 noncompliance is not remedied as promptly as conditions require, the  
2 tenant may immediately terminate the rental agreement upon written  
3 notice to the landlord which notice specifies the noncompliance.

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

10 SECTION 2. This act shall become effective November 1, 2011.

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12 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY, dated 02-22-2011 - DO  
13 PASS, As Amended and Coauthored.

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